

Book 4 Agreements and Leases

#44080

Stephen Kahn to Leon P. Montchalin

AGREEMENT

THIS AGREEMENT made this 9 day of April, 1952, between STEPHEN B. KAHN, Seller, and LEON P. MONTCHALIN, Purchaser, Witnesseth:

Seller agrees to sell and Purchase. agrees to purchase, subject to the terms and conditions hereinafter set forth, all that certain real property situated in the County of Skamania, State of Washington, described as follows: South Half of Northeast Quarter, Section Eight, nd West Half of the Northwest Quarter, Section Nine, Township Two North, Range Seven East of the Willamette Meridian, at and for the agreed purchase price of TWENTY-ONE HUNDRED (\$2,100.00) DOLLARS, payable as follows:

ONE HUNDRED (\$100.00) DOLLARS upon the execution of this agreement, receipt whereof is hereby acknowledged; balance of TWO THOUSAND (\$2,000.00) DOLLARS on January 1, 1953, upon delivery of deed and title report showing marketable title in Seller. Purchaser also agrees to pay, in addition to the above purchase price, the cost of title insurance policy recording, revenue stamps and escrow fees. Seller agrees to convey to purchaser, by a good and sufficient deed, all of the above described properties, except coal, oil and mineral rights, and building stone, reservations in patent, and existing easements, if any. Taxes shall be pro-rated between Seller and Purchaser as of January 1, 1953, and Seller shall be paid by purchaser interest at the rate of 5% per annum from date upon the unpaid balance.

It is agreed that if marketable title is not furnished Purchaser by the date specified the money herein receipted shall be refunded to him, and this agreement shall thereupon cease and terminate.

Stephen B. Kahn
Seller

Leon P. Montchalin
Purchaser

NO. 458 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID JUN 9 1952 AMOUNT 21.21 COUNTY TREASURER BY Julia Lee, Dep.

Filed for record June 9, 1952 at 9-45 a.m. by R. J. Salvesen.

John C. Wachter
Skamania County Auditor

#44137

R. Earl Jackson et ux to T. H. Cody

AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of August, 1951, by and between R. EARL JACKSON and FRANCES JACKSON, husband and wife, hereinafter called "Owners," and T. H. CODY, hereinafter called "Purchaser,"

W I T N E S S E T H :

WHEREAS, Owners are the owners of the timber upon the following described lands in Skamania County, State of Washington, to wit:

The northeast quarter (NE $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of Section 31 and the northwest quarter (NW $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of Section 32, Township 3 North, Range 9 East of the Willamette Meridian,

and

WHEREAS, Owners desire to sell the merchantable old growth Douglas fir timber upon the above described tracts and Purchaser desires to purchase, cut, log and remove said

merchantable old growth Douglas fir timber,

NOW, THEREFORE, in consideration of the terms and conditions herein expressed to be kept and performed by the respective parties hereto, said parties agree as follows:

(1) Owners agree to sell to Purchaser and Purchaser agrees to purchase, cut, log and remove merchantable old growth Douglas fir timber upon the above described tracts, subject, however, to the following terms and conditions.

(2) Owners agree to forthwith furnish to Purchaser a title insurance company's title report showing its willingness to issue title insurance, which report shall be evidence as to the status of Owner's title. If the title to said premises is not insurable or marketable, then this agreement shall be of no further force or effect.

(3) Upon approval by Purchaser of Owners' title, Purchaser shall pay to Owners the sum of \$600.00 in full payment of the purchase price for all merchantable old growth Douglas fir timber upon the premises above described.

(4) Owners give and grant to Purchaser the right and privilege of entering into and upon the above described tracts and of cutting, logging and removing the merchantable old growth Douglas fir timber thereon and constructing all necessary logging roads necessary or incident thereto. Owners also give to Purchaser the right to use the cabin now constructed and being upon the tracts above described and Purchaser agrees to keep and maintain said cabin in the same condition as that in which it is received by Purchaser, reasonable wear excepted.

(5) Purchaser agrees to complete the work of logging and removing all merchantable old growth Douglas fir timber upon the tracts above described on or before January 1, 1954.

(6) From and after January 1, 1954, this agreement shall be of no further force or effect and Purchaser shall have no further right, title or interest in or to the timber upon the tracts above described and from and after said date title to all timber upon said tracts covered by this agreement shall revert to and be vested in Owners, their heirs or assigns.

(7) Purchaser agrees to log in an efficient manner in accordance with the approved practice in the industry in the State of Washington, and to observe and comply with all state and federal laws, rules and regulations now and hereafter applicable thereto.

(8) Purchaser agrees to indemnify and save Owners and Owners' property harmless of and from any and all debts, liens, charges or damages arising out of or connected with Purchaser's operations under this agreement which may be asserted by any person or the federal government or any agency thereof or the state government or any political subdivision or agency thereof.

(9) Purchaser agrees to do all acts necessary to provide for Purchaser's employees the protection of the Workmen's Compensation Act of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first hereinabove written.

R. Earl Jackson

Frances Jackson
Owners

T. H. Cody
Purchaser

No. 479 Skamania County Transaction Excise Tax Paid Jun 19 1952 Amount \$6.00 County
Tree Marker by Mabel J. Jeter.

Filed for record June 19, 1952 at 3-00 p.m. by R. J. Salvesen.

John C. Nash
Skamania County Auditor