

MISCELLANEOUS RECORD G  
SKAMANIA COUNTY

329

Johnson-Cox Company, Makers, Tacoma - 4327

It is further understood and agreed that for and in consideration of the payment of said sum of Ten (\$10.00) Dollars and other good and valuable considerations, by the Parties of the First and Second Part, the Party of the Third Part agrees that he and his wife will execute a Bill of Sale for all of the personal property belonging to said partnership and deeds for all of the real properties and interests in real properties belonging to said partnership, transferring to the parties of the First and Second Part all of the right, title and interest of himself and his wife in and to all assets held by the partnership composed of the parties to this agreement.

It is further understood and agreed by and between the parties to this instrument that the Parties of the First and Second Part assume and agree to pay all of the expenses of the former partnership now outstanding and assume all of the obligations of said partnership.

It is finally understood and agreed between the parties to this instrument that the partnership agreement entered into between the parties hereto on the 1st day of January, 1937, is hereby cancelled and is of no further force or effect and that the parties of the First and Second part are the sole owners of Broughton Lumber Co.

In Witness Whereof, the parties hereto have hereunto set their hands, this/day and year first above written.

Harold J. Broughton  
Party of the First Part

D. M. Stevenson  
Party of the Second Part.

A. T. Fraley  
Party of the Third Part.

STATE OF WASHINGTON )  
COUNTY OF KLUCKITAN ) ss

This is to certify that on this day, before me, the undersigned Notary Public in and for the State of Washington personally appeared Harold J. Broughton, D. M. Stevenson and A. T. Fraley, to me known to be the identical individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, this the 23 day of April, 1942.

(Notarial seal affixed)

W. L. Olson  
Notary Public in and for the State of  
Washington, residing at White Salmon.

Filed for record May 16, 1942 at 9-00 a.m. by Grantee

Mabel J. Olson  
Skamania County Auditor.

#31635

Harold J. Broughton to D. M. Stevenson and  
D. M. Stevenson to Harold J. Broughton

Partnership Agreement.

This partnership agreement made and entered into this first day of January, 1942 by and between Harold J. Broughton of Portland, Oregon, and D. M. Stevenson of Willard, Washington,

Witnesseth: That the said parties hereto, having mutual confidence in one another, make this partnership agreement on the following terms and conditions, viz.:

I. The partnership shall be for the purpose of carrying on logging and sawmill operations and the sale of lumber principally in Skamania County, Washington.

II. The partnership shall be conducted and carried on under the partnership firm name

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and style of Broughton Lumber Co.

III. The place of business of said partnership shall be at Willard in Skamania County, Washington or at such other place as the partners shall hereafter determine.

IV. Each of the parties hereto shall diligently employ himself in the business of the said partnership, and be faithful to the other in all transactions relating to the firm, and give, whenever required, a true account of all business transactions arising out of, or connected with the conducting of the partnership and shall not, without the written consent of the other employ either the capital or credit of the partnership in any other than the partnership business.

V. Books of account shall be kept by said partners, and entries made therein of all moneys, good, effects, debts, sales, purchases, receipts, payments, and all other transactions of the said partnership. Said books of account, together with all bonds, notes, bills, letters, and other rights belonging to the said partnership shall be kept where the business of the partnership shall be carried on, and shall be at all times open to the examination of all partners.

VI. At the expiration of each and every month from the commencement of this partnership, or oftener upon request in writing by one of the partners to the other, an account of stock, effects, credits, debts, and all partnership transactions shall be taken, and the true condition of the partnership, as far as possible arrived at, and each partner agrees to lend his aid and services to effect this object.

VII. In case of the determination of this partnership, from whatever cause, the parties hereto agree that they will make a true, just, and final account of all things relating to said business, and in all things duly adjust the same. And after all the affairs of the partnership are adjusted, all debts paid off and discharged, then all of the stocks, as well as the gains and losses thereof, which shall appear to be remaining, either in moneys, good, fixtures, debts, or otherwise shall be divided between the partners according to their agreement as to sharing of profits.

In Witness Whereof, the parties hereunto have set their hands this the day and year first above written.

Harold J. Broughton  
D. M. Stevenson

Filed for record May 16, 1942 at 9-00 a.m. by Harold J. Broughton

Thaddeus J. Case  
Skamania County Auditor.

#31644

Edith Fox to Florence E. Welden

Know all men by these Presents that I, Edith Fox, do hereby make, constitute and appoint Florence E. Welden my true and lawful attorney in fact for me and in my name, place and stead to manage, control and in every manner deal with real and personal property belonging to me or in which I may have an interest, including my interest in and to the property of the estate of E. C. Hamilton and Maggie E. Hamilton, both deceased, wheresoever situated, and to that end I do hereby authorize and empower her to sell, mortgage, lease, hypothecate, contract for the sale of, and in every manner deal with the said real and personal property; to receive and receipt for monies due and payable to me or on account of the said estate property, and to issue proper receipts and accounts therefor; to settle and compromise any claim owing to me or said estate or on account of management thereof, and to pay and discharge any indebtedness owing to me or by said estate on account of