

OR POSTED IN A CONSPICUOUS PLACE UPON THE LANDS HEREINBEFORE DESCRIBED, THE PARTY OF THE SECOND PART WILL IMMEDIATELY UPON NOTICE TO THAT EFFECT DESIST FROM ALL FURTHER REMOVAL OF TIMBER, OR TIMBER PRODUCTS, FROM SAID LANDS UNTIL SUCH DEFERRED PAYMENTS HAVE BEEN MADE IN FULL, OR UPON NOTICE TO THAT EFFECT, WILL IMMEDIATELY SURRENDER THE POSSESSION OF THE SAWMILL AND PLANING MILL, AND ALL BUILDINGS, STRUCTURES, MACHINERY AND EQUIPMENT CONNECTED THEREWITH, OR THERE<sup>TO</sup>FORE USED BY THE PARTY OF THE SECOND PART IN CONNECTION WITH THE OPERATION THEREOF, TO THE PARTY OF THE FIRST PART, WHO SHALL THEN AND THERE BE ENTITLED TO THE FULL AND FREE USE AND OCCUPATION THEREOF, AND THE SAID PARTY OF THE FIRST PART MAY SELL AND DISPOSE OF ANY OR ALL OF THE TIMBER, OR TIMBER PRODUCTS REMAINING UPON SAID LANDS AT THE THEN MARKET PRICE, AND TO THAT END MAY HAVE THE FREE USE AND OCCUPATION, AS LONG AS NECESSARY, OF THE SAWMILL AND PLANING MILL ERECTED UPON SAID LANDS, AS HEREINBEFORE PROVIDED, TOGETHER WITH ALL BUILDINGS, STRUCTURES, SPUR TRACKS, AND OTHER PROPERTIES THERETOFORE USED BY SAID PARTY OF THE SECOND PART IN CONNECTION WITH THE OPERATION OF SAID SAWMILL AND PLANING MILL, AND THE PARTY OF THE FIRST PART MAY SELL AND DISPOSE OF SUCH TIMBER, OR TIMBER PRODUCTS, LOGS, ROUGH LUMBER, OR FINISHED LUMBER AS HIS JUDGMENT DIRECTS, AND MAY APPLY THE PROCEEDS THEREFROM IN PAYMENT OF ALL COSTS AND EXPENSES INCURRED IN CONVERTING SAID TIMBER, OR TIMBER PRODUCTS INTO MONEY, AND THE BALANCE OF SUCH PROCEEDS SHALL BE APPLIED TO THE SATISFACTION OF SAID DEFERRED PAYMENTS AND ANY AND ALL TAXES THAT MAY HAVE BEEN PAID UPON THE SAID TIMBER BY THE PARTY OF THE FIRST PART, WITH INTEREST UPON SAID DEFERRED PAYMENTS AND UPON SAID TAX PAYMENTS, AT 7% FROM THE DUE DATE, AS HEREINBEFORE IN THIS PARAGRAPH PROVIDED.

10. THAT SAID SAWMILL AND PLANING MILL, AND THE EQUIPMENT, HOUSES, STRUCTURES, BUILDINGS, AND SPUR TRACK CONSTRUCTED, OR USED IN CONNECTION THEREWITH SHALL NOT BE REMOVED BY SAID PARTY OF THE SECOND PART FROM THE PREMISES UNTIL ALL DEFERRED PAYMENTS HEREINBEFORE PROVIDED FOR HAVE BEEN PAID IN FULL.

11. THAT THE PARTY OF THE SECOND PART SHALL HAVE SIX (6) YEARS FROM AND AFTER THE DATE OF THIS CONTRACT IN WHICH TO REMOVE THE TIMBER FROM THE SAID LANDS AND ANY TIMBER, OR TIMBER PRODUCTS REMAINING UPON SAID LANDS AT THE EXPIRATION OF SAID SIX YEAR PERIOD SHALL REMAIN AND BE THE PROPERTY OF THE PARTY OF THE FIRST PART HEREIN, FREE AND CLEAR FROM ALL INTEREST OR CLAIM OF THE PARTY OF THE SECOND PART.

12. THAT PRIOR TO FULL PAYMENT OF THE PURCHASE PRICE, THIS CONTRACT SHALL NOT BE ASSIGNED BY THE PARTY OF THE SECOND PART WITHOUT THE WRITTEN CONSENT OF THE PARTY OF THE FIRST PART, OR UPON ORDER OF THE ABOVE MENTIONED COURT.

IN WITNESS WHEREOF, THE PARTY OF THE FIRST PART HAS, BY AUTHORITY OF ORDER OF COURT SO PROVIDING, SET HIS OFFICIAL SIGNATURE, AND THE PARTY OF THE SECOND PART HAS SET HIS SIGNATURE, THE DAY AND YEAR FIRST ABOVE WRITTEN.

WM. H. PUTNAM

RECEIVER OF THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON,  
SOUTHERN DIVISION, OF J.K. LUMBER COMPANY

THEO LINDIS