

## WIND RIVER LUMBER COMPANY TO F. T. BLAISDELL

MEMORANDUM OF AGREEMENT, MADE AND ENTERED INTO THIS FIFTEENTH DAY OF NOVEMBER, 1921, BY AND BETWEEN WIND RIVER LUMBER COMPANY, A WISCONSIN CORPORATION, HEREIN REFERRED TO AS THE VENDOR, AND F. T. BLAISDELL, OF SKAMANIA COUNTY, WASHINGTON, HEREINAFTER REFERRED TO AS THE VENDEE,

## WITNESSETH:

FIRST:- THAT THE VENDOR WILL SELL, AND THE VENDEE WILL BUY, THE FOLLOWING REAL PROPERTY LOCATED IN SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE BETWEEN SECTIONS 26 AND 27, IN TOWNSHIP 4 NORTH, RANGE 7, EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, WHICH POINT IS MARKED BY AN IRON PIPE SET IN A MOUND OF STONE 1944 FEET, MORE OR LESS, SOUTH OF THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26 AND 27, SAID TOWNSHIP AND RANGE, AND RUNNING THENCE EASTERLY AND PARALLEL TO THE NORTH BOUNDARY OF SAID SECTION 26 A DISTANCE OF 2640 FEET, MORE OR LESS, TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 26 MARKED BY AN IRON PIPE IN A MOUND OF STONE; THENCE SOUTHERLY AND ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 26 A DISTANCE OF 2020 FEET, MORE OR LESS, TO THE MIDDLE OF THE CHANNEL OF TROUT CREEK; THENCE WESTERLY UP AND ALONG THE MIDDLE OF THE CHANNEL OF TROUT CREEK TO THE WEST BOUNDARY OF SAID SECTION 26; THENCE NORTHERLY ALONG SAID WEST BOUNDARY OF SECTION 26 A DISTANCE OF 648 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING EIGHTY (80) ACRES, MORE OR LESS.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE PARTY OF THE FIRST PART RESERVES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE WATERS AND CHANNEL OF TROUT CREEK FOR THE PURPOSE OF FLOODING, SPLASHING AND OR DRIVING LOGS AND TO GO UPON SAID LAND FOR THE PURPOSE OF FLOODING, SPLASHING AND OR DRIVING LOGS IN SAID TROUT CREEK OR IN WIND RIVER UNDER THE TERMS OF THE FRANCHISE DULY GRANTED BY THE STATE OF WASHINGTON.

THE AGREED CONSIDERATION IS ONE THOUSAND THREE HUNDRED AND SIXTY DOLLARS (\$1,360.00), PAYABLE IN CASH AS FOLLOWS: ONE HUNDRED SIXTY DOLLARS (\$160.00) UPON THE EXECUTION OF THIS INSTRUMENT, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND ONE HUNDRED AND FIFTY DOLLARS (\$150.00), PAYABLE ANNUALLY ON OR BEFORE THE FIRST DAY OF DECEMBER, IN EACH YEAR, WITHOUT INTEREST, UNTIL THE ENTIRE PURCHASE PRICE OF THIRTEEN HUNDRED SIXTY DOLLARS (\$1360.00) HAS BEEN PAID. WITH THE PRIVILEGE, HOWEVER, UPON THE PART OF THE VENDEE TO PAY ANY GREATER AMOUNT ON THE PURCHASE PRICE AT ANY TIME, TIME BEING OF THE ESSENCE OF THE CONTRACT, AND IN THE EVENT OF THE FAILURE OF THE VENDEE TO MAKE THE PAYMENTS AS HEREIN SPECIFIED, OR ANY OF THEM, UPON THE DUE DATES THEREOF, HE SHALL FORFEIT ALL RIGHTS UNDER THIS CONTRACT, AND ALL IMPROVEMENTS MADE UPON THE PROPERTY SHALL REVERT TO THE VENDOR.

SECOND:- UPON FULL PAYMENT OF THE PURCHASE PRICE, AS HEREINBEFORE SPECIFIED, THE VENDOR SHALL MAKE AND DELIVER TO THE VENDEE, HIS HEIRS AND ASSIGNS, A WARRANTY DEED TO THE PROPERTY AND AN ABSTRACT OF TITLE SHOWING GOOD MARKETABLE TITLE.