

## DEED RECORD V

SKAMANIA COUNTY, WASHINGTON

JOHNSON COX COMPANY, PRINTERS, TACOMA, 25814

The "Vendee" has a saw-mill of approximately 30,000 feet per day capacity which he desires to move and erect on a suitable site on Camp 8,

NOW, Therefore, in order to enable the "Vendee" to operate his saw mill and utilize the facilities of the "Vendor" in connection with such operation, It is agreed by and between the parties hereto as follows:

(1) The "Vendor" agrees to sell and the "Vendee" agrees to buy the above described real property, together with the improvements thereon known and designated as Camp 8, also the personal property listed in Schedule "A" which is attached hereto.

(2) The "Vendor" agrees that the "Vendee" may use all logging rights of way, railroad tracks, and other facilities belonging to the "Vendor" or in which it may be interested for the purpose of carrying out the purposes contemplated by this instrument.

(3) The "Vendee" shall have the right to enter into possession of said property forthwith upon the execution of this agreement, to erect his mill, and to make such other improvements as he may desire in order to log the timber in the Wind River territory. In connection with this operation he may use any and all of the machinery or the equipment covered by this contract, and may log and dump the logs into Camp 8 pond for future sawing.

(4) The "Vendor" hereby agrees to sell to the "Vendee" the burned logs above referred to, in addition to the personal property listed in Schedule "A".

(5) The "Vendee" agrees to pay as purchase price for the above mentioned real and personal property the sum of \$22,440. payable as follows: Monthly payments shall be made by the "Vendee" in the amount of \$1.50 for each thousand feet of lumber cut by the "Vendee" at his mill located at Camp 8. Such payment shall be made for any and all lumber sawed at the mill, including that sawed from the Wind River area. A statement shall be rendered monthly showing the total lumber cut on or before the 20th day of each month showing the lumber cut during the preceding month. Monthly payments thus made shall be applied first, on account of accrued interest, and then on account of principal, it being agreed that all deferred payments on the purchase price shall bear interest at 7% per annum commencing with the 1st day of May, 1926.

(6) The "Vendor" shall have access to the premises and the books and records of the "Vendee" at reasonable times in order to check the operations of the "Vendee" under this contract.

(7) The "Vendee" agrees to assume and carry out the "Vendor's" agreement with the United States Government for rebuilding trails in the upper Wind River and Fall Creek, and to reimburse the "Vendor" for the sum of Four Hundred and Fifty (\$450.00) Dollars which amount has been deposited by the "Vendor" with the United States Forest Service to guarantee performance of such work by the "Vendor", provided, however, that if the "Vendee" carried out such work to the satisfaction of the Columbia Forest Supervisor, and if the Government thereupon returns to the "Vendor" the cash deposit, then the "Vendee" need not return the deposit to the "Vendor" in cash.

(8) The "Vendee" covenants and agrees that he will keep all machinery, equipment and tools covered by this agreement in a good state of repair, and good working order and to carry boiler insurance on locomotives and donkey engines in use, and to keep suitable insured all logs and lumber in the yard, or in process of manufacture. Loss on any such insurance shall be made payable to the "Vendor" as its interest may appear.

(9) The "Vendee" covenants and agrees to pay all taxes on the real and personal property covered hereby, including taxes for the year 1925, and covenants and agrees to keep all said property, both real and personal free clear from any loss or encumbrance of any kind or character which might take precedence over the rights of the "Vendor" hereunder.