

DEED RECORD V

SKAMANIA COUNTY, WASHINGTON

JOHNSON-COX COMPANY, PRINTERS, TACOMA, 25814

for each thousand feet of logs cut and delivered by the first parties, until equipment is paid for shall be deducted from the price to be paid the said first parties for logging said timber and the same shall be kept and retained by the second party, for the purpose of enabling the party of the second part to pay for the logging equipment purchased by the second party and which now is and will be used by the first parties in logging said timber and otherwise complying with the terms of this contract as herein set forth; it being further agreed and understood that if the first parties should fail to carry out the provisions of this contract and complete the same in accordance with the terms herein set forth, that said equipment shall become the sole and exclusive equipment of the party of the second part, and the parties of the first part shall have no right, title or interest therein, but if the first parties shall complete this contract in accordance with the terms hereof, then when all of the logs have been taken from said real property said equipment shall and will become the property of the parties of the first part.

It is agreed by and between the parties that the parties of the first part will cut all the merchantable timber from the real property herein, the butts of which shall not be less than 18 inches in diameter, said timber to be cut in such lengths as may be specified by the second party from time to time, and said timber shall be as far as possible kept free from all defects.

Payments by the party of the second part shall be made to the parties of the first part within 30 days from the time that a raft containing not less than 300,000 feet of logs shall be completed and ready for towing; it is understood that should the first party need money before said time and the second party is compelled to sell said logs at a discount for cash in that event the parties of the first part will bear their share of said discount, based upon the amount of money paid by the party of the second part to first parties on account of having to discount said logs for cash.

It is understood and agreed that the second party, only, shall determine who will scale the said logs.

It is agreed and understood by and between the parties that the first parties at their own cost and expense shall and will comply with all the laws of the State of Washington, relating to "fire protection".

It is further agreed by and between the parties that the first parties shall and will not permit any lien or liens to be filed on the logs to be logged by first parties from the said real property, and for the purpose of protecting the second party from liens on said logs, the said second party may, before paying the first parties in accordance with the provisions herein set forth, examine the pay rolls and books and accounts of the parties of the first part, and he may at his option, pay all of said bills and accounts owned by the first parties, deduct said sums so paid from the amount owing the first parties and pay the balance to the parties of the first part.

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

Andy W. Thomas
Allard Thomas
Parties of the first part

T. O. Carney
Party of Second part.

Filed for record Nov. 23, 1927 at 10-15 o'clock A. M. by Andy Thomas

A C C Hesser
County Auditor
By Deputy