

DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

SHAW & BORDEN CO., PRINTERS, STATIONERS, BOOKBINDERS, SPOKANE 241427

this 1st day of April, 1930, personally appeared before me E. B. MacNaughton and Gertrude H. MacNaughton, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed 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 the day and year in this certificate first above written.

(Notarial seal affixed)

Inez Peterson
Notary Public for Oregon, residing at
Portland, Oregon. My commission expires
February 5, 1933.

Filed for record December 2, 1931 at 3-10 p.m. by R. Glur

Mabel J. Fosse
Skamania Co. Clerk-Auditor.

#17712 Katherine St. Martin et al to Frank Birkenfield.
Timber Deed and Easement.

Know All Men by These Presents that the undersigned, each being the owner of an undivided one-ninth interest in and to the real property hereinafter described and the timber thereon situated, in consideration of the sum of One Dollar and other valuable considerations, receipt whereof is hereby acknowledged, do hereby convey to Frank Birkenfield and WARRANT each for himself or herself his undivided one-ninth interest in and to all of the merchantable timber, excepting wood timber, as hereinafter described standing or being upon the following described real property, to-wit:

E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 22, Tp. 3 N. R. 8 E. W. M., Skamania County Washington,

together with an easement upon, on, over and across the said real property for the purpose of removing said timber and for the further purpose of removing other timber products standing and being upon lands in the vicinity thereof for the sum of Eighteen Hundred and no/100 (\$1800.00) Dollars cash.

It is understood and agreed that no logs which are not suitable for lumber shall be removed from said premises and that all timber which would be classified as wood timber shall remain and not be considered as conveyed by these presents. All said timber shall be removed within the period of two (2) years from the date of delivery hereof which shall be taken to the date hereto.

It is further understood and agreed that the easement hereby agreed to be conveyed shall terminate at the end of two (2) years from the date of this instrument. Provided, that should the said party of the second part desire the use thereof for a longer period, not exceeding three (3) years thereafter, he shall pay therefor the sum of Fifty and no/100 (\$50.00) Dollars per year in advance, and at the end of said term all rights hereby created shall cease and be determined without notice or other action upon the part of the parties of the first part being necessary. It being understood and agreed that this covenant is one of limitation.

Upon final execution of this instrument and before delivery thereof, the purchase price above specified, to-wit: the sum of Eighteen Hundred and no/100 (\$1800.00) Dollars shall be deposited with Mabel J. Fosse, Clerk of the Superior Court for Skamania County, Washington, for payment to the administrator of the Estate of L. A. St. Martin, deceased, to the guardian of the estate of Margaret St. Martin, incompetent, in proportion to their respective interests, and to each of the other parties hereto in proportion to their respective interests.

Dated this 27th day of November, 1931.