SHAW & BORDEN COMPRINTERS, STATIONERS, BOOK BINDERS, SPOEANE 1414

## DEED RECORD X

SKAMANIA COUNTY, WASHINGTON

(\$1.50) per thousand feet, Bureau log scale, shall be paid the parties of the first part for the first three (3) million feet of logs removed from premises, said additional sum, above the agreed sale price, as mentioned herein above, is for the purpose of giving the parties of the first part a margin of safety and for the purpose of securing them for the outlay of monies and labor necessary for the performance of this contract, said additional sum of money paid, if any, shall be applied on the final settlement at the end of logging operations on the said above described premises.

It is hereby understood and agreed that when any logs are ready for shipment, to a buyer, either by water, rail or truck, that the parties of the first part shall be furnished the names of the person, company or corporation to which the said logs are to be delivered, and the said person, company or corporation purchasing the logs shall be notified to pay the stumpage price to the parties of the first part, said notice to be given in writing and a copy of same shall be mailed to the parties of the first part at Carson, Washington at the same time of mailing to the purchasers of said logs. The parties of the second part shall furnish the parties of the first part a complete invoice of all logs as soon as made ready for shipment, showing the number of pieces, scale and the names of the purchasers. It being further understood and agreed that payment for all logs sold from the premises is to be made through the Security State Bank, Woodland, Wn. Washington, who shall be instructed to withold the stumpage price from the proceeds of all sales made and pay same to the parties of the first part; all purchasers of logs to be notified of this fact.

The parties of the second part shall furnish the parties of the first part, on the fifteenth day of each month, during the time of the logging operations, a complete list of all logs cut and removed and unsold, giving the number of pieces, lengths and number of feet in each log.

It is further understood and agreed that the parties of the second part shall commence logging operations on the most Easterly portion of said described tract and continue in a North and Westerly direction, taking all timber that is merchantable, clean as they go and to continue their logging operations, each season, as long as the road and weather conditions will permit, provided however, that the price of number two logs, or better, shall not drop below eight dollars (\$8.00) per thousand, log scale; then it shall be optional with the parties of the second part as to whether they operate or not; however it is agreed that as soon as the prevaling, or any market can be found, at this or a greater price, the logging operations shall be continuous, weather and road conditions permitting.

It is understood and agreed between the parties hereto that the parties of the second part shall assume all risks as to the financial responsibilities of the people or corporations to whom they may sell the logs and payment for all logs delivered by the parties of the second part to any purchashers shall be made to the parties of the first part whithin sixty days from delivery, whether payment is received from the purchasers or not.

The parties of the second part shall keep all right-of way leases and rentals on booming grounds in good standing and shall maintain all roads at their own expense after taking same over.

The parties of the first part hereby agree to furnish one certain  $11_{\nu}$  x 13 Humbolt donkey and high lead block and lines together with spar tree rigging, to the parties of the second part for the rental of ten cents ( $10\phi$ ) per thousand feet, log scale, for