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

all logs removed by the parties of the second part until the first four million feet of logs are removed, or until the parties of the second part shall move a "yarding donkey" on the premises, it being understood and agreed that any money paid on this said rental shall be applied on the purchase price of said donkey, in case the parties of the second part shall decide to pruchase said donkey from the parties of the first part.

The parties of the second part hereby agree that all machinery and equipment shall remain on the premises until this contract is fully complied with, unless by special permission, in writing, by the parties of the first part.

Time and the exact performance are the essence of this agreement and in case the parties of the second part fails to make the payments at the time and in the manner herein provided, or fail to comply with any of the terms and conditions of this agreement, then the parties of the first part may, at their option, declare a forfeiture and terminate this agreement and eject the parties of the second part, their agents and employees from said premises, the same as if this agreement had never been entered into. The forfeiture and reposession of said premises shall not releive the parties of the second part from any damages that the parties of the first part may sustain by reason of said forfeiture or the failure of the parties of the second part to comply with all the terms of this agreement.

In case the parties of the first part shall temporarily waive any provision of this agreement, or extend the time for making any pay ments or do any act to favor the parties of the second part, or for the convenience and benefit of the parties of the second part, shall not be considered or construed as a change in any of the terms or conditions of this agreement, nor as a lisense to waive any other part of the agreement, and it shall not stop the parties of the first part from thereafter rapidly enforcing the terms of this agreement.

In witness whereof we have hereunto set or hands and seals in triplicate, the day and year in this agreement first above written.

Frank Birkenfield
Ruth Birkenfield
T.W. Finnegan
Robert Barr

STATE OF WASHINGTON)
: ss
COUNTY OF SKAMANIA)

I, the undersigned Notary Public in and for the State of Washington, residing at Carson Kelso, Washington do hereby certify that on this seventh day of May, 1932 personally appeared before me Robt. Barr, Thos. W. Finnegan, Frank Birkenfield and Ryth Birkenfield, to me known to be the identical persons described in and who executed the within instrument for the uses and purposes therein mentioned and made acknowledgement to me that they did same as their free and voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

W.E.Blair
Notary Public in and for the State of Washington, residing at Carson, Wash.
Kelso

Recorded
Filed for record on the 27 day of July at 8:50 a.m. by Robert Barr

---

Mabel J. Fosse
Skamania Co. Clerk-Auditor.

Unofficial Copy