

the accuracy of the log scale.

2. To comply with all state and Federal laws applicable to the logging of the timber from the above mentioned real property.

3. To cut and remove the timber in a good and workmanlike manner with as little injury to the remaining timber and soil as is consistent with normal logging practices.

IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. If GIERGER shall not have started removing timber by the 10th day of July, 1958, the additional sum of one thousand five hundred and no/100 (\$1,500.00) dollars will be paid on said date and will be applied on the first timber to be removed. If he shall not have started logging by the first of December, 1958, an additional one thousand five hundred and no/100 (\$1,500.00) dollars shall be paid and said sum, together with the one thousand five hundred and no/100 (\$1,500.00) dollars paid July 1, 1958, shall be applied on the first timber removed.

2. Payment for timber shall be made on pond scale.

3. Should any of the timber herein sold be not removed prior to 1959, and taxes for the year 1959 be assessed on said timber, GIERGER will pay such taxes, taxes for prior years to be paid by DAVID.

4. If all of the timber herein sold shall not have been removed from the above described premises prior to the 10th day of December, 1959, the title thereto shall revert in DAVID and any sums in DAVID'S hands shall become the property of DAVID as damages for failure to remove the said timber prior to the 10th day of December, 1959.

5. Should DAVID, at anytime, be dissatisfied with the scale furnished by GIERGER, the parties hereto shall hire and jointly bear the expense of a scaler satisfactory to both parties and the scale of such scaler shall be binding upon (3-Contract)

both parties.

IT IS HEREBY WHEREOF, the parties hereto have hereunto set their hands the day and year first above mentioned.

Gertrude L. David
Party of the First Part.

Leroy Gienger
Party of the Second Part.

WITNESSES } ss. February 21, 1958
GERTIE L. DAVID }

Personally appeared the above named GERTIE L. DAVID, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

L. A. Peterson
Notary Public for Oregon
My Commission Expires: 4/25/60

WITNESSES } ss. February 21, 1958
LEROY GIENGER }

Personally appeared the above named LEROY GIENGER, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

L. A. Peterson
Notary Public for Oregon
My Commission Expires: 4/25/60

STATE OF OREGON, COUNTY OF CLATSOP, ss.
Witnessed and at request of Leroy Gienger
this 25 day of Feb. A.D. 1958 at 2:26 o'clock P.M., and
duly recorded in Vol. 297, of Deeds on Page 553,
CHAS. F. DELAP, COUNTY CLERK
Fee \$4.50

(4-Contract)