

John Kanekkeberg wife to J. I. Nicholas, A.B. T.H.M. J.P. McNerny & Co. etc.

Know all men by these Presents, that John Kanekkeberg and Selby Kanekkeberg his wife, of the County of Skamania, and State of Washington, parties of the first part, in consideration of One dollar and other valuable considerations hereinafter mentioned and provided, paid by J. I. Nicholas, Albert Bettington, W. H. Moody, J. P. McNerny & Co. of the County of Wasco and State of Oregon, and C. W. Torgman, of the County of Skamania and State of Washington, parties of the second part, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the coal, Iron Ore, Fire Clay, and all Minerals of every kind and nature, Coal Oil and Natural Gas, found upon and under the following bounded and described real property, situated in the County of Skamania and State of Washington, more particularly described as follows, to-wit:

The S.E. quarter of Section twenty-six (26) and the S.W. quarter of Section twenty-five (25) except nine acres off the N.W. corner, all in Township three (3), North of Range eight (8) East, T. M.

The parties of the first part do also grant and convey unto said parties of the second part, the exclusive right and privilege to enter upon said lands to bore, mine and prospect, sink shafts, run tunnels and build roads, sheds and storehouses for the successful working of the mines and transporting of said products to the sheds and warehouses on said premises, or which shall be built thereon, and it is also agreed by the said parties of the second part, that they will not damage any of the buildings and orchards or agricultural land belonging to the owner of said premises.

The said parties of the second part hereby agree to pay the said parties of the first part, their heirs and assigns, for all the coal, Iron Ore, Fire Clay, all Minerals of every kind and nature, Coal Oil, and Natural Gas, two per cent. of all the net proceeds of any and all coal, Iron Ore, Fire Clay, all Minerals of every kind and nature, Coal Oil and Natural Gas, taken from, or upon or under the land heretofore described; said payments, however, are not to be made nor are they due until the said products are mined and sold and the money received from the sale of the said coal, Iron Ore, Fire Clay, Minerals of any kind and nature, Coal Oil, Gas or either of them.

And the said parties of the second part also agree to commence work with proper implements as soon as possible, in the neighborhood of the land heretofore described in the County of Skamania and State of Washington, and to prospect all the lands within that and adjoining sections of the county thoroughly; and they further

agree, in consideration of the covenants hereinbefore mentioned, if said parties of the second part should find coal, Iron Ore, Fire clay Minerals of any kind and nature, Coal Oil, Gas, or either of them, in paying quantities, according to the opinion of said parties of the second part, that they, said parties of the second part, will immediately work and open the mine or mines, and will operate and run the gangway and tunnels, if possible on and toward the land herein described.

To have and to hold the above described coal, Iron Ore, Fire clay, Minerals of any kind and nature, Coal Oil, Gas or either of them, unto the said parties of the second part, heirs and assigns forever.

Provided: If the parties of the second part should not find any of the above mentioned minerals, gas or oil or should not open the mines within a period of three years, then this instrument to be null and void.

In Witness Whereof, we have signed, sealed and executed the above, this 13th day of December, 1899.

Signed, sealed and delivered in the presence of us as witnesses	}	John Kanekkeberg	(Seal)
		Petey Kanekkeberg	(Seal)
		L. I. Nicholas	(Seal)
		A. Bettington	(Seal)
		L. H. Bergman	(Seal)
J. P. Gillette	}	J. P. McInerney	(Seal)
A. R. McKeighan			
L. H. Koontz			

State of Washington } ss.
County of Skamania }

On this 13 day of December, 1899, Personally appeared before me, a Notary Public, John Kanekkeberg and Petey Kanekkeberg his wife, known to me to be the individuals described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein named.

Notarial
Seal

John P. Gillette,
Notary Public in and for the State of
Washington Residing at Stevenson.

Filed for record by

14th July at 11.30 A.M.

C. H. Kale

C. Auditor.

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