

deeds, releases and conveyances shall be made to convey to the first party his portion of said real property forthwith, and partition thereof or equitable division agreed upon immediately, and that all proper releases and conveyances to carry into effect this agreement shall be made and executed between the parties hereto forthwith.

Eighth: The party of the second part may have and retain the name of the corporations Cocks Mercantile Company and Cocks Investment Company and may continue said corporations or not as he may be advised without any prejudice to the rights and without incurring any liability or obligation against the first party by reason thereof.

Ninth: That upon the due execution and delivery of all of said necessary notes and deeds, instruments and receipts hereonbefore mentioned, said settlement will be deemed in full and complete adjustment, accord and satisfaction of all claims from either party to the other, growing out of all transactions debts and obligations from the beginning of time to this date.

In Witness Whereof the parties hereto have hereunto set their hands this 17th day of December A.D. 1910

Witnesses:-----

L.M. Booth, party of the first part

O.A. Perry, party of the second part.

State of Washington

County of Skamania, ss Be it Remembered that on this 17th day of December 1910 personally appeared before me the undersigned, a duly qualified Notary Public and for said County and State, the within named Louis M. Booth and O.A. Perry who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

In Witness Whereof I have hereunto set my hand and notarial seal this day and year last above written.

Laura J. Wallace, Notary Public for Washington

(Notarial Seal)

residing at Cocks Washington

Filed for record by L.M. Booth on Feby 24th 1911 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

2.25
Y

Thomas to Welch.

This agreement, made this 4th day of February, 1911, between Joe Thomas, of the town of Warm Springs, County of Crook and State of Oregon, known hereinafter as the party of the first part, and J.D. Welch of the city of Portland, County of Multnomah, State of Oregon, known hereinafter as the party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the covenants hereinafter contained on the part of the said party of the second part, does hereby covenant and agree with said party of the second part as follows:

The said party of the first part, promises and agrees that he will grant a right of way for a logging road to said party of the second part across the following described real estate, situated in the County of Skamania and State of Washington, to wit; on the

homestead allotment of said party of the first part in SW $\frac{1}{4}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of NW $\frac{1}{4}$, and Lots 2 and 3 Section 26, Township 3 North, range 9 East, W.M. said right of way to be determined by the survey for same and to include a landing for logs if desired on Drano Lake.

The said party of the first part hereby acknowledges the receipt of \$25.00 in cash as partial compensation for said survey and right of way.

The said Party of the Second part hereby agrees to pay to the said party of the first part compensation for said right of way in addition to the above \$25.00 at the rate of \$25.00 per acre for all lands that may be used for said road or landing, said payment to be made as soon as the construction of said road is definitely determined and before actual construction shall have been begun.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Witnesses:

G.C.Covey.

Joe Thomas (x) his mark

J.D.Welch

I hereby certify that I have interpreted the above instrument to Joe Thomas and am satisfied that he thoroughly understands the same and I further declare my entire disinterestedness in this matter.

Charles Pitt.

State of Oregon)
County of Crook)ss

Be it Remembered, that on this fourth day of February A.D., 1911, before me the undersigned, a notary public in and for the said State, personally appeared the above named Joe Thomas and J.D.Welch, who are known to be the identical persons described in and who executed the above instrument, and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and Official seal the day and year above written.

(NOTARIAL SEAL)

Myrle W. Covey ,

Notary Public for Oregon.

My commission expires Dec. 16, 1912.

Filed for record by W.F.Slaughter on March 9, 1911 at 1:15 P.M.

A. Fleischhauer,

County Auditor.

0.90