

381

#32339

R. E. Hutcheson to Bradley Lumber Company

This Indenture, Made and entered into this 5th day of March in the year of our Lord one thousand nine hundred and forty one between R. E. Hutcheson, party of the first part, and Bradley Lumber Company party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten Dollars 00/100 and other valuable considerations Dollars to him in hand paid, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, his heirs, executors, administrators and assigns, forever, all the fir timber lying, standing or being upon all ____ tract of land in the County of Skamania and State of Washington to-wit:

SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 30, and W $\frac{1}{2}$ NE $\frac{1}{4}$ Section 31, Township 3, North Range 9, East W.M. together with the right to enter upon said land and cut and remove therefrom at any time within one year from the date hereof the timber herein conveyed, and to cut such other timber and make such other alterations on said lands as may be required in the cutting and removal of said timber. Party of the second part will comply with the Fire Laws and regulations of State of Washington, and the United States of America.

To Have and To Hold, the said fir timber, to the said party of the second part, his heirs, executors, administrators and assigns, forever, together with the exclusive right of occupancy of said lands, for and during the term aforesaid; said first part covenanting not to enter on said lands during said term for any purpose whatsoever, except as follows: ____

All taxes hereafter levied against said lands and that may become payable during said term are to be paid by the second party previous to the day appointed by law for sale of lands for Town, County or State taxes; provided that written notice of lands cut and surrender of title to remaining timber on said lands so cut, served upon the party of the first part by the party of the second part, on or before the first day of June of any year during the life of this agreement will relieve and excuse said party of the second part from further payment of taxes on lands so cut and released; and it is expressly agreed, that the depositing by said second party of said written notice in any United States post office, addressed to last known address of party of the first part, with postage prepaid, shall constitute service of said notice aforesaid.

And the above described lands, premises and property, in the quiet, peaceable and exclusive possession of said party of the second part, his heirs, executors, administrators and assigns against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered in
presence of
Dora Empfield

R. E. Hutcheson

(seal)

STATE OF OREGON)
 (ss
COUNTY OF MULTNOMAH)

This is to certify, That on this 5th day of March A. D. 1941 before me D. A. Empfield, a notary public in and for the State of Oregon, duly commissioned and sworn, personally came R. E. Hutcheson, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

D. A. Empfield, Notary Public in and for the