

#33340

Bradley Lumber Company to G. M. Holt et ux et al

This Indenture, Made this 21st day of April in the year of our Lord one thousand nine hundred and Forty-Four between Bradley Lumber Company, an Oregon corporation, party of the first part, and G. M. Holt and Etta S. Holt, husband and wife, and Loren Harriman and Emily Harriman, husband and wife, parties of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said parties of the second part, their heirs, executors and assigns forever, all the timber lying, standing or being upon all of the tract or parcel of land lying and being in the County of Skamania and State of Washington described as follows, to-wit:

SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 34, T. 2 N. R. 5 E.W.M.

Party of second part agrees to comply with all the State and Federal regulations in regard to fire protection while logging operations are being conducted.

This purchase includes the timber only on the above land. The party of the second part shall have ingress and egress over above said land at all times until said logging operations are concluded, provided, however, it is done within three years from March 25, 1943.

together with the right to enter upon said land and cut and remove therefrom at any time within three years from date hereof the timber herein conveyed, hereby granting the right to cut such other timber and make such other alterations on said land as may be required in the cutting and removal of said timber.

To Have and To Hold the same, to the said parties of the second part their heirs, executors and assigns, for and during the term aforesaid, with the exclusive right of occupancy of said lands, said first party covenanting not to enter upon said property for any purpose whatever while the herein granted timber remains uncut, and said party of the first part, for its successors and assigns, does hereby covenant with the said parties of the second part, their heirs and assigns that it is well seized in fee of the lands and premises aforesaid; that the same are free from incumbrances; All taxes hereafter levied against said lands and that may become payable prior to the cutting of said timber are to be paid by the said second parties previous to the day appointed by law for sale of lands for town, county or state taxes, and the above described lands and premises, in the quiet, peaceable and exclusive possession of the said parties of the second part, their 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 its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered
in presence of

(Corporate seal affixed)

Bradley Lumber Company
By Nathan Bradley (seal)
President
Bradley Lumber Company
By Roy V. Leonard, (seal)
Secretary.

STATE OF OREGON)
(ss
COUNTY OF MULTNOMAH)

On this 22nd day of April, 1944, before me appeared Nathan Bradley and Roy V. Leonard, both to me personally known, who being duly sworn, did say that he, the said Nathan Bradley is the President, and he, the said Roy V. Leonard is the Secretary of Bradley Lumber Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed