

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Charles L. Stuart and Osie M. Stuart, husband and wife, hereinafter called the assignors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them paid by Hazel E. Growdon, Charles A. Munns and W.C.Thorp, hereinafter called the assignees, receipt whereof the assignors hereby acknowledge, do hereby assign, transfer, set-over and deliver unto said assignees, their heirs and assigns, that certain written agreement, dated July 31, 1953 wherein and whereby Wayne W. Coe, Harriett C. Coe and Henry W. Coe, as Trustees, (hereinafter referred to as "said Trustees"), under a certain written agreement, dated January 24, 1938 between St. Helens Consolidated Mining Company, a corporation, and Wayne W. Coe, R.M. Tuttle and Amadee H. Smith, granted to said Charles L. Stuart, a lease and option to purchase, certain mineral rights described therein located near Spirit Lake in Skamania County, Washington, which said lease and option to purchase was thereafter modified by a certain instrument in writing dated July 28, 1954, and also by a certain instrument in writing dated May 3, 1955, which said instruments of modification were signed by said Trustees and by said Charles L. Stuart. Said lease and option dated July 31, 1953, and said modification instruments dated July 28, 1954 and May 3, 1955, respectively, are by this reference made a part hereof.

As a part of the above mentioned consideration the assignors herein also hereby assign, transfer, set-over and deliver unto the assignees, their heirs and assigns, the said modification agreements and all of their rights, title and interest in and to the same, and also hereby assign, transfer and set over unto said assignees, their heirs and assigns, all of their rights, title and interest in and to the property covered by said lease and option to purchase, and by said modification instruments.

TO HAVE AND TO HOLD the same, unto the said Hazel E. Crowdon, Charles A. Munns and W. C. Thorp, their heirs and assigns forever, subject however, to all of the terms, provisions and conditions contained in said lease and option to purchase, dated July 31, 1953 and in said instruments of modification dated July 28, 1954 and May 3, 1955.

The foregoing assignments are made subject to that certain instrument in writing, dated May 28, 1955 in and by which the assignors herein granted to C. W. Riddell an option to purchase said property, which said option said C. W. Riddell thereafter assigned, transferred and delivered to said Hazel E. Crowdon, Charles A. Munns and W. C. Thorp, who are now the owners thereof.

IN WITNESS WHEREOF we have hereunto set our hands and seals this first day of November, 1955.

Charles L. Stuart (SEAL)  
CHARLES L. STUART

Osie M. Stuart (SEAL)  
OSIE M. STUART



State of Oregon )  
County of Multnomah ) ss

THIS CERTIFIES, that I, F. M. DeNeffe, a Notary Public in and for the State of Oregon, do hereby certify that on this first day of November, 1955 personally appeared before me, Charles L. Stuart and Osie M. Stuart, his wife, who are to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

*F. M. DeNeffe* (F.M. DeNeffe)  
NOTARY PUBLIC IN AND FOR THE STATE  
OF OREGON RESIDING IN THE CITY OF  
PORTLAND IN SAID STATE.

NOTARIAL SEAL

My Commission expires March 1, 1959