

Emil Willard & wife to O. M. Clark Lumber Co.

Know all men by these presents, that I, Emil Willard and Barbara Willard, wife of said Emil Willard, in consideration of the sum of Four Thousand (\$4000) Dollars, to us paid by the O. M. Clark Lumber Company, of Cheboygan, Michigan, the receipt of which is hereby acknowledged, have bargained, sold and do hereby convey to said O. M. Clark Lumber Co. all the timber lying and standing on those certain tracts of land described as follows, to-wit: The North half ($\frac{1}{2}$) of the Southwest quarter ($\frac{1}{4}$) the southeast quarter ($\frac{1}{4}$) of the southwest quarter ($\frac{1}{4}$) the southwest quarter ($\frac{1}{4}$) of the southeast quarter ($\frac{1}{4}$) and all of the northwest quarter ($\frac{1}{4}$) of section No. Twenty-six (26) all in Township four (4) north range nine (9) east of the Willamette Meridian, in Klaskanin County, State of Washington. Hereby giving and granting unto the said O. M. Clark Lumber Co. the right for the period of ten years, and no longer, to cut and remove all the timber lying and standing on said N. $\frac{1}{2}$ of the S. W. $\frac{1}{4}$, the S. E. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$, the S. W. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of said section 26, and the right for the period of fifteen years ($\frac{15}{15}$) and no longer, to cut, and remove from said N. W. $\frac{1}{4}$ of said section all the timber standing and lying thereon, and the said Emil Willard does hereby covenant to and with the said O. M. Clark Lumber Company and its assigns, that I am the owner of all said timber and have good right to convey the same, and that the same is free from all incumbrances. It is understood that there is on record in said county a contract entered into between Geo. A. Simonds, former owner of said N. W. $\frac{1}{4}$ of said Sec. 26, and one Sam Sampson, to the effect that said Simonds would deliver to said Sampson at Simonds' mill, the cedar timber on said N. W. $\frac{1}{4}$ of said section, the grantor, Emil Willard covenants especially to hold the grantee herein harmless from any claim on said timber under said contract by said Sampson or his heirs or assigns. The grantee herein agreeing that so long he is not disturbed by anyone claiming any rights under said contract that he will make no claim against the grantor herein on account of this covenant. It is further agreed that the grantee herein shall pay all taxes that may be assessed upon said timber, or said land, during the time when the timber thereon may be cut and removed, as herein provided, but the grantee reserves the right to surrender in writing and turn over to the grantors any forty acres at any time; his obligation hereunder to pay taxes on said forty acres so surrendered or offered to be surrendered to cease at the time of such surrender excepting as to taxes theretofore assessed thereon. In case the grantee shall fail to pay any of the taxes as herein agreed, before they become delinquent, then if the grantors shall notify the grantee in writing that such tax is delinquent and unpaid and the grantee shall fail to pay such tax for a period of three months after such notification, he shall forfeit to the grantors all his rights under this deed or contract. It is further agreed that the grantee shall have the possession of all said lands for all purposes necessary for the cutting and removal of such timber;