

Now Therefore, The said first party, for and in consideration of the sum of Twelve hundred and eighty and  $\frac{70}{100}$  (\$1280 $\frac{70}{100}$ ) Dollars to it in hand paid by the second party, the receipt whereof is hereby acknowledged, revives, releases and conveys, subject to the agreements and conditions contained herein with the said second party, his heirs and assigns, all that parcel of land selected as aforesaid and situated in the County of Skumina and State of Washington described as follows, to-wit; Lot Four Section nineteen, Lot one and the northeast quarter of the northwest quarter, and northwest quarter of the northeast quarter of Section Thirty in Township Three North of Range 7 East of the W.M.

To Have and To Hold, all and singular, the said premises last above described, with the appurtenances unto the said second party, his heirs and assigns, forever.

And the said first party covenants with the said second party, his heirs and assigns, that it was lawfully seized of the said 168  $\frac{70}{100}$  acres of land situated in said San Francisco Mountains Forest Reserve which it relinquished as aforesaid to the United States of America, at the date of such relinquishment, and that the lands so relinquished were at the time thereof free and clear of all incumbrances whatsoever, and that it had good title to the said lands so relinquished at the date of such relinquishment, and had the right to so relinquish the same under the said acts of Congress; provided however, and it is expressly understood and agreed between the parties hereto, that if the United States shall reject the title to any of the said lands so relinquished to it, and by reason thereof shall refuse to approve any of the selections made in lieu thereof as aforesaid, and shall refuse on account thereof to allow other lands to be selected under said acts of Congress in lieu of any of the lands so relinquished as aforesaid, and in case of the breach of any other covenant or agreements, express or implied, in this indenture, in respect to any of the lands so relinquished as aforesaid, then the measure of damages to be recovered on account thereof shall be such a proportion, and no more, of the entire consideration paid as aforesaid by said second party as the number of acres of relinquished lands to which the title thereto shall prove insufficient to warrant the selection of lieu lands as aforesaid shall bear to the entire number of acres relinquished to the United States as aforesaid; but in no event shall the amount of damages which said second party shall be entitled to recover exceed the consideration herein expressed, to-wit; Twelve hundred and eighty and  $\frac{70}{100}$  (\$1280 $\frac{70}{100}$ ) Dollars, with interest thereon at the rate of five per cent per annum, from the date of payment.

It is further agreed by the parties hereto, that if any part of the selection of lieu lands made as aforesaid, under the direction of said second party and described and conveyed herein, shall not be approved by the proper officers of the United States for patent for any reason