

W.G. Hopkins to Ellis Jennings.

THIS INDENTURE, Made this 28 day of March, A.D.1907, by and between W.G. Hopkins, a bachelor, of Aberdeen, County of Chehalis, State of Washington, party of the first part, and Ellis Jennings, of Portland, County of Multnomah, State of Oregon, party of the second part;

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Twenty-five Hundred Dollars (\$2,500.00) to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the fir timber of every nature and description now growing or standing upon or in any way in or upon the following bounded and described real property, situated in the County of Skamania, State of Washington, to-wit:

All that portion of the George W. Johnson Donation Land Claim lying North of what is known as Hamilton Slough in Sections Seventeen (17) and Twenty (20), in Township Two (2) North, Range Seven (7) East of the Willamette Meridian, with the right and privilege of using all that portion of said Hamilton Slough running through said Donation Land Claim for the purpose of storing, carrying and removing logs and timber from said land, for the period of three years from the date hereof. TOGETHER with the right to remove said timber from said premises at any time before the 20th day of March A.D.1910, also the right to go upon the said premises and construct, operate and maintain thereon during the full term of said period, railroads, wagon roads, skid-roads, chutes, water flumes and any and all other appliances that may be found necessary or convenient by the said party of the second part, his heirs or assigns, in removing said timber from said premises.

It is understood that this instrument does not convey any other kind of timber than Fir, and that F. Breske and Laura Breske, his wife, their heirs, representatives or assigns, shall have the right at all times to enter upon said premises for the purpose of removing their remaining timber therefrom, or for any other lawful purpose, together with the right to use the said Hamilton Slough for all purposes which they may desire, provided that such use shall not interfere with the use thereof by said second party. TO HAVE AND TO HOLD THE SAME unto the said party of the second part, his heirs and assigns. And the said party of the first part does covenant and agree with the said second party, his heirs and assigns, that the above granted timber is free from all incumbrances done or suffered by party of the first part and forever defend the title of the above granted timber, and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, claiming by, through or under said party of the first part. IT IS HEREBY PROVIDED AND AGREED, That on the said 20th day of March, A.D.1910, the said party of the second part, his heirs and assigns shall remove all appliances from the said premises that may have been placed thereon by him, and shall surrender up the premises quietly and peaceably, to the said party of the first part, his heirs or assigns, and that all rights under this instrument to timber then upon said premises, which has not been removed hereunder, shall be forfeited and the title to such timber shall revert to said F. Breske and Laura Breske, their heirs or assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal this 28 day of March, A.D.1907.

Signed, sealed and delivered in the presence of us as witnesses.

W.G. Hopkins (Seal)

John C. Hogan

F.F. Williams

STATE OF WASHINGTON)

:ss.

COUNTY OF CHEHALIS.) I, John C. Hogan a Notary Public in and for the State of Washington,