

of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ /all being in Section ten (10) Township two (2) North Range seven (7) East Willamette meridian, reserving the dead, unmerchantable timber on said land for our own use and benefit as firewood, -containing 32,50 acres more or less and the party of the second part shall have the right of ingress and egress to and from and across the land described herein, for the purpose of cutting and removing the timber, and it is agreed that any trees or tops that may be fallen into the lake or lakes on the above described lands shall be removed by the party of the second part, his successors and assigns, together with the right to enter upon said land and cut and remove therefrom at any time within twenty years from date hereof the timber herein conveyed hereby granting the right to cut such timber and make such other alteration on said land as may be required in the cutting and removal of said timber. To have and to hold to the said party of the second part his heirs and assigns for and during the term aforesaid, and said party of the first part for their heirs executors and assigns do hereby covenant with the said party of the second part his heirs and assigns that they -----well seized in fee simple of the lands and premises aforesaid, that the same are free from all 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 first 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 party of the second part his heirs and assigns against all persons lawfully claiming or to claim the whole or any part thereof the said parties of the first part will warrant and defend.

In Witness Whereof the said parties of the first part have hereunto set their hands and affixed their seal the day and year first above written.

Signed, sealed and delivered in presence of

Geo. E. O'Bryon
R. F. Simmons (as to Albert E. Derry)

Albert E. Derry (Seal)

W. G. Howell
F. O. Garrison (as to Lillian W. Derry)

Lillian W. Derry (Seal)

State of Oregon

County of Multnomah, ss. Be it Remembered that on this 10th day of April 1909 before me, a Notary Public in and for said County and State personally appeared the within named Lillian W. Derry who is known to me to be the identical individual described in and who executed the within instrument and acknowledged that she executed the same freely and voluntarily. In Testimony whereof I have hereunto set my hand and notarial seal the day and year last written.

(Notarial Seal) W. G. Howell, Notary Public for Oregon

My commission expires Dec. 14-1909

State of Washington

County of Skamania, ss. This is to certify that on this 9th day of April 1909 before me, Geo. E. O'Bryon, a Notary Public in and for the State of Washington duly commissioned and sworn personally came Albert E. Derry to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this the day and year in this certificate first above written.

(Notarial Seal)

Geo E O'Bryon, Notary Public in and for the State of Washington, residing at Stevenson.

Filed for record by F. A. Kribs on April 12th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

1.05