

RAILROAD RIGHT OF WAY DEED.

KNOW ALL MEN BY THESE PRESENTS: That Edna L. Booth, as Executrix of the estate of Louis M. Booth, deceased, and Edna L. Booth as heir-at-law and devisee under the Will of said Louis M. Booth, deceased, of La Grange, Illinois, in consideration of One (\$1.00) Dollar in hand paid, the receipt of which is hereby acknowledged, and the further sum of Seventy-five (\$75.00) Dollars per acre for all land used and hereinafter described, to be paid by J.D. Welch of Portland, Oregon, and in consideration of the location, construction and operation of a line of railway across said lands within two years from this date as a condition precedent, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said J.D. Welch, his heirs and assigns, subject, however, to the conditions hereinafter mentioned, a parcel of land one hundred (100) feet in width for the purpose of constructing and operating thereon a railroad, to-wit:

Being fifty (50) feet on each side of the center line of the road as the same shall be definitely located and constructed over, across and along the following described property, to-wit: The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 25, and the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 26, in Township 3, North of Range 9, East of Willamette Meridian in Skamania County, State of Washington, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described and granted premises unto the said J.D. Welch, his heirs and successors forever, provided, however, and this conveyance and sale is made upon the express condition that title to said land shall not vest in said J.D. Welch, or his successors, until said right-of-way is definitely located and said line of road constructed and in operation, and the sum of Seventy-five (\$75.00) Dollars per acre shall have been paid for the land actually embraced within the right-of-way.

And provided, further, that this conveyance and sale is made upon the express condition that said J.D. Welch, his successors, heirs and assigns shall, within two years from this date, so construct and begin the actual operation of the line of railroad across said land and shall continue the operation permanently thereafter; and if said selection, location, construction and operation are not fully completed and said operation continuous within said two years from this date, or if said operation shall at any time thereafter cease for the period of three months for any cause, then and in that or any other of the above mentioned events, this conveyance shall become null and void and any and all right, title and interest in and to said lands, together with the right of possession thereof, shall forthwith and thereupon immediately cease, and without any process or proceeding, or notice, shall revert to and all the rights conveyed under this instrument shall immediately become the property, equity, privileges and rights of the Grantors herein, and all rights of said J.D. Welch and of his heirs, successors and assigns shall thereupon cease and terminate and any and all improvements, work or property placed upon said right-of-way prior to said reversion, shall become the property of the Grantors herein as liquidated damages for the failure of said Grantee to complete the conditions hereinbefore mentioned.

And the said Grantors hereby covenant, and agree to and with the said J.D. Welch, his heirs, successors and assigns that they are lawfully seized in fee simple of the above granted premises, that the same are free from all incumbrances except one certain mortgage in the sum of \$2,000.00 (\$1,000.00 of which has been paid); and that these Grantors, their heirs and assigns shall warrant and defend the above granted premises against the lawful claims and demands of all persons claiming or to claim the same under these presents except as against said mortgage.