

Know all men by these presents that we, Louis M. Booth and Edna L. Booth his wife of Clatsop County Washington in consideration of One dollar (\$1.00) in hand paid the receipt whereof is hereby acknowledged and other valuable considerations paid by J.D. Welch of Portland, Oregon; the receipt of which is hereby acknowledged have bargained and sold and by these presents do grant bargain, sell and convey unto said J.D. Welch his heirs and assigns a parcel of land one hundred feet (100) in width for the purpose of constructing and operating a railroad to-wit:

Being fifty (50) feet on each side of the center line of road as the same is definitely located and constructed over and 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 the 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 said J.D. Welch his heirs and assigns and successors forever, provided however and this conveyance and sale is made upon the express conditions that said J.D. Welch his successors heirs and assigns, shall, within one year from date establish, construct and begin the actual operation of a line of railway across said land as permanently located, and if said selection location and operation are not fully completed and said operation continues within said two (2) years from this date, or if said operation shall at any time thereafter cease for a period of one month, then and in that or any other of said events, this conveyance shall become null and void and all the right, title and interest in and to said lands together with the right of possession thereof, shall forthwith thereupon cease and revert to and all rights conveyed under this instrument, shall in such events or either of said events, revert to and become the property, equity, privileges and rights of the grantors herein, and the rights of J.D. Welch and his heirs, assigns and successors shall thereupon cease and terminate. And the said Louis M. Booth and Edna L. Booth his wife, Grantors, hereby covenant and agree with 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 two thousand (\$2000.00) Dollars and that said 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 grantors or either of them.

In Witness Whereof the grantors herein have hereunto set their hands and seals this 7th day of March 1911

Signed, sealed and delivered in presence of us as witnesses:

Esther Silverman

Louis M. Booth (Seal)

Maud Bell

Edna L. Booth (Seal)

State of Washington

County of Skamania, ss. This certifies that on this 7th day of March 1911 before me the undersigned a Notary Public in and for said County and State personally appeared the within named Louis M. Booth and Edna L. Booth, his wife, known to me to be the identical persons described in and who executed the within instrument and acknowledged that they signed and sealed the same freely and voluntarily and without fear or coercion from anyone.

In Testimony Whereof I have hereunto set my hand and notarial Seal the day and year last above written.

F. H. Whitfield

(Notarial Seal)
(Oregon)

Notary Public for-----

Filed for record by W.F. Slaughter on March 9th 1911 at 1.15 P.M.

A. Fleischhauer

Co. Auditor