

is the purpose and intention of the grantors herein that the land above described and herein conveyed shall be accommodated by the waters from said spring in so far as the same can be done without expense, liability or burden upon said grantors, it is understood and agreed that insofar as these grantors are concerned the purchasers of any ten acre tract located within said proposed plat shall be entitled to the use of said water from said spring, in that proportion that his land bears to the said one hundred acres, said grantee assuming any and all expense arising out of or in any way connected with the use of said water rights; and the grantee herein agrees to give said grantors and their assigns a right of way for pipe line over and across the property herein conveyed, for the purpose of accommodating other lands with said water rights in said tract of one hundred acres, it being understood that the grantors shall not in any way be liable to supply water nor for the results of said water rights or in any way responsible for any given quantity of water or otherwise.

It is expressly understood and agreed that the grantee herein assumes and agrees to pay the taxes for the year 1915, now due and payable.

TO HAVE AND TO HOLD the same unto the said Hattie J. Sappington and to her heirs and assigns forever; and the said grantor BANKERS INVESTMENT COMPANY, its successors and assigns, for itself and not for its associate grantors or any other person or corporation, hereby covenants with said grantee, her heirs and assigns, that it will and its successors and assigns shall, warrant and defend the above granted premises against its acts and deeds and all persons claiming by, from through or under it, unto said grantee, his heirs and assigns forever; and the said grantor, G.S. Smith and Mabel L. Smith, his wife, for themselves and their executors, administrators, heirs and assigns, and not for any other person or corporation, hereby covenant with the said grantee, his heirs and assigns, that they will, and their heirs, executors, administrators and assigns shall warrant and defend the above granted premises against their acts and deeds and all persons claiming by from, through or under them, unto said grantee her heirs, and assigns forever.

IN WITNESS WHEREOF, the said grantor, Bankers Investment Company, by virtue of a resolution of its board of directors, has caused its name to be hereunto subscribed by its Vice President and Secretary and its corporate seal to be affixed, and the said grantors, G.S. Smith, and Mabel L. Smith, have hereunto set their hands and seals this 17th day of March, 1916.

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

G.M. Schrock.
John W. Cook.

(CORPORATE SEAL)

\$1.00 Int. Rev. Stamps attached and cancelled B.I. Co. Mch. 16, 1916.

BANKERS INVESTMENT COMPANY.
By J.L. Hartman, Vice President.
Attest Robert Tucker, Secretary.

G.S. Smith. (Seal)
Mabel L. Smith. (Seal)

STATE OF OREGON, }

County of Multnomah. }

ss.

On this 17th day of March, 1916, before me appeared J.L. Hartman, and Robert Tucker, both to me personally known, who being duly sworn, did say that he, the said J.L. Hartman, is the Vice President, and he, the said Robert Tucker, is the secretary of Bankers Investment Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said J.L. Hartman and Robert Tucker, acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 18th day and year in this, my certificate, first above written.

G.M. Schrock. Notary Public for Oregon.

(Notarial Seal)

My commission expires Nov. 5th, 1916.