

north and south along the center line of said Section seventeen. Also the southeast quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) of said Section seventeen (17) Township three (3) North, Range eight (8) East of the Willamette Meridian, containing ten (10) acres, more or less, according to the government survey thereof; also a roadway two (2) rods wide extending the entire length and along the south line of the northeast quarter of the southwest quarter of said section seventeen. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all of their right, title, interest, claim, possession of demand of any kind whatsoever, whether at law or equity, of, in or to the above described premises, and each and every part and parcel thereof.

It is further understood, covenanted and agreed that in order that the adjacent lands to the above property described may be hereafter platted and disposed of in tracts of ten acres each, and in order to provide in said tracts, among others a public road thirty feet in width running east and west on the center line of said south half of the southwest quarter of said section seventeen, intersecting the now existing highway extending north and south along the center line of said section seventeen, this conveyance is made subject to said reservation for a highway; and whereas, there is now existing on the southeast quarter of the southwest quarter of the southwest quarter of said section seventeen, township three north, range eight east, W.M., a certain spring, and it 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 insofar 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.

TO HAVE AND TO HOLD, the same unto said Bankers Investment Company, its successors and assigns forever; and the said grantors, for themselves and their heirs, executors administrators and assigns, hereby covenant with the grantee, its successors 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, its successors and assigns forever, except taxes.

IN WITNESS WHEREOF, WE, the grantors above named, have hereunto set out hands and seals this 18th day of March, 1916.  
Signed, sealed and Delivered  
in the presence of us as witnesses:

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

Robt. Tucker.  
H.E. Crain.

\$3.00 Rev. Stamps attached and cancelled G.S.S. 4/18/16.

STATE OF OREGON, }  
County of Multnomah. } ss.

On this 18th day of March, 1916, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named G.S. Smith and Mabel L. Smith, husband and wife, who are known to me to be the individuals named in and who executed the within instrument, and acknowledged to me that they executed the same freely and