

D. J. FINN ET UX TO DONOVAN DUBOIS LUMBER CO.

WARRANTY DEED

THE GRANTORS, D. J. FINN AND AGNES M. FINN, HUSBAND AND WIFE, FOR AND IN CONSIDERATION OF THE SUM OF TEN (\$10.00) DOLLARS TO THEM IN HAND PAID BY DONOVAN DU-BOIS LUMBER COMPANY, A CORPORATION, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAVE AND BY THESE PRESENTS DO CONVEY AND WARRANT UNTO SAID DONOVAN-DUBOIS LUMBER COMPANY ALL OF THE TIMBER OF EVERY KIND, NAME AND NATURE, WHETHER STANDING OR FALLEN, UPON THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO-WIT:

THE SOUTHEAST QUARTER OF SECTION EIGHT (8), TOWNSHIP TWO (2) NORTH RANGE SEVEN (7) EAST OF THE WILLAMETTE MERIDIAN.

WITH THE FULL EASEMENT, RIGHT AND PRIVILEGE TO ENTER UPON THE SAID PREMISES, TO CUT AND REMOVE SAID TIMBER UNTIL THE FIRST DAY OF JUNE, 1922, AND FOR SUCH FURTHER AND EXTENDED TIME THEREAFTER, NOT EXCEEDING FIFTEEN YEARS FROM DATE HEREOF, AS SAID GRANTEE SHALL REQUIRE, PROVIDED, HOWEVER, THAT FOR THE PERIOD OF SUCH EXTENSION, THE GRANTEE, ITS SUCCESSORS AND ASSIGNS SHALL PAY ALL TAXES LEVIED UPON AND ASSESSED AGAINST SAID PREMISES AND TIMBER, IT BEING THE TRUE INTENT AND PURPOSE OF THESE PREMISES THAT SHOULD GRANTEE CUT AND REMOVE SAID TIMBER FROM SAID PREMISES PRIOR TO MARCH 1ST, 1922, IT WILL NOT BE REQUIRED OR OBLIGATED TO PAY ANY TAXES LEVIED UPON OR ASSESSED AGAINST THE SAID PREMISES OR TIMBER, BUT THAT IT SHALL PAY ALL SUCH TAXES AS MAY BE LEVIED UPON AND ASSESSED AGAINST SAID PREMISES AND TIMBER AFTER THE FIRST DAY OF MARCH, 1922; AND SO LONG AS IT SHALL REQUIRE THEREAFTER TO REMOVE THE SAID TIMBER.

AND FOR THE SAME CONSIDERATION HEREINABOVE SET OUT, GRANTORS HAVE AND THEY DO HEREBY BARGAIN, SELL AND CONVEY UNTO GRANTEE THE RIGHT TO LOCATE, CONSTRUCT, ERECT AND MAINTAIN OVER THE LAND HEREINABOVE DESCRIBED AND OVER LOTS 4 AND 5; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 17 IN SAID TOWNSHIP AND RANGE, SUCH RAILROADS, LOGGING ROADS, SKID ROADS AND SUCH OTHER ROADS, EQUIPMENT AND APPARATUS AS SHALL BE NECESSARY AND CONVENIENT FOR THE PROPER AND ECONOMICAL LOGGING AND TRANSPORTATION OF THE SAID TIMBER OR ANY OTHER TIMBER WHICH COME UNTO POSSESSION OR OWNERSHIP OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SO LONG AS IT OR THEY SHALL OPERATE THE SAW MILL OR RAILROAD WHICH GRANTEE HAS OR IS ABOUT TO ACQUIRE IN THE VICINITY OF THE SAID LAND, TOGETHER WITH ALL THE STEEL RAILS, RAILROAD TRACK, GRADE, LOGGING TRUCKS AND RAILROAD AND LOADING EQUIPMENT NOW UPON SAID SECTION 17 AND SECTION 16 IN SAID TOWNSHIP AND RANGE, AND GRANTORS DO HEREBY ASSIGN, TRANSFER AND CONVEY TO SAID GRANTEE ALL OF THE RIGHTS OF WAY, EASEMENTS AND PRIVILEGES NOW OWNED, HELD AND ENJOYED BY GRANTORS IN SAID SECTION 16.

THIS CONVEYANCE IS INTENDED TO BE AND IS THE PERFORMANCE OF THE GRANTORS' CONTRACT HERETOFORE MADE WITH W. B. DUBOIS, WHO HAS ASSIGNED AND TRANSFERRED HIS RIGHT THEREIN TO GRANTEE.

IN TESTIMONY WHEREOF THE GRANTORS HAVE HEREUNTO SET THEIR HANDS THIS 11TH DAY OF FEBRUARY, 1920.

WITNESSES

A. EDWARDS

MRS. ROSE EDWARDS

D. J. FINN

AGNES M. FINN

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name