

C. M. YOUNANS ET UX TO SPENCER OWEN ET AL

THIS AGREEMENT, MADE AND ENTERED INTO THIS 1ST DAY OF OCTOBER, A.D. 1920, BY AND BETWEEN C. M. YOUNANS AND GRACE G. YOUNANS, HIS WIFE, OF WINONA COUNTY, MINNESOTA, PARTIES OF THE FIRST PART, AND SPENCER OWEN, OF CAMAS, WASHINGTON, AND A. E. HOLLENBECK, OF NORTH BEND, OREGON, PARTIES OF THE SECOND PART;

WITNESSETH, THAT IF THE PARTIES OF THE SECOND PART SHALL FIRST MAKE THE PAYMENTS AND PERFORM THE COVENANTS HEREINAFTER MENTIONED ON THEIR PART TO BE MADE AND PERFORMED, THE SAID PARTIES OF THE FIRST PART HEREBY COVENANT AND AGREE TO CONVEY AND ASSURE TO THE SAID PARTIES OF THE SECOND PART, BY SPECIAL WARRANTY DEED, THE LOTS PIECES OR PARCELS OF GROUND, SITUATE IN THE COUNTY OF SKAMANIA, AND STATE OF WASHINGTON, KNOWN AND DESCRIBED AS:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ($SE\frac{1}{4}$ OF $NE\frac{1}{4}$); THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER ($SW\frac{1}{4}$ OF $NE\frac{1}{4}$); THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER ($NE\frac{1}{4}$ OF $SE\frac{1}{4}$); THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER ($NW\frac{1}{4}$ OF $SE\frac{1}{4}$); THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER ($NE\frac{1}{4}$ OF $SW\frac{1}{4}$); THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER ($NW\frac{1}{4}$ OF $SW\frac{1}{4}$); ALL IN AND OF SECTION NINETEEN (19), TOWNSHIP THREE (3) NORTH OF RANGE EIGHT (8) WEST, AGGREGATING TWO HUNDRED FORTY (240) ACRES MORE OR LESS.

SUBJECT TO THE TIMBER AND OTHER RIGHTS IN SAID PREMISES HELD BY J. C. PRICE, G. W. INEBIT AND C. F. GESNER UNDER TIMBER SALE CONTRACT MADE BETWEEN SAID LAST NAMED PARTIES AND SAID C. M. YOUNANS AND GRACE G. YOUNANS UNDER DATE FEBRUARY 28, 1920; SUBJECT ALSO TO ALL MINERAL RESERVATIONS IN SAID PREMISES OR ANY OF THE SAME AS SHOWN OF RECORD IN DEEDS CONVEYING THE SAME TO SAID C. M. YOUNANS; SUBJECT ALSO TO WATER RIGHTS IN AND TO SAID PREMISES HEREBY GRANTED TO ONE J. ALLEN GILBERT.

AND THE SAID PARTIES OF THE SECOND PART HEREBY COVENANT AND AGREE TO PAY THE SAID PARTIES OF THE FIRST PART FOR SAID PREMISES THE SUM OF FIVE DOLLARS PER ACRE, PAYABLE AT THE FIRST NATIONAL BANK OF WINONA, AT WINONA, MINNESOTA, AT THE TIME AND IN THE MANNER FOLLOWING:

UNDER THE TIMBER SALE CONTRACT ABOVE REFERRED TO THE ABOVE NAMED PRICE, INEBIT AND GESNER HAVE THE RIGHT FOR SIX YEARS FROM AND AFTER FEBRUARY 28, 1920, TO BE UPON SAID PREMISES AND TO CUT AND REMOVE THE TIMBER THEREFROM. IT IS THE CONTEMPLATION AND INTENTION OF THE PARTIES TO SAID TIMBER SALE CONTRACT THAT IF AND WHEN THE SAID PRICE, INEBIT AND GESNER SHALL HAVE CUT AND REMOVED ALL OF THE TIMBER ON ANY ONE FORTY ACRE TRACT OF SAID PREMISES PRIOR TO THE END OF SUCH SIX YEAR PERIOD, THEY SHALL AND WILL FROM TIME TO TIME SO NOTIFY SAID C. M. YOUNANS AS TO EACH OF SUCH FORTIES, AND SHALL AND WILL MAKE AND DELIVER TO SAID C. M. YOUNANS SUCH WRITTEN RELEASE AND DISCHARGE OF THEIR INTEREST AND ESTATE IN ^{EACH} SUCH FORTY AS HE MAY REASONABLY REQUIRE, AND THAT THEREUPON ALL RIGHT, INTEREST AND OBLIGATIONS OF SAID PRICE, INEBIT AND GESNER IN AND TO SUCH FORTY ACRE TRACT OR TRACTS SHALL CEASE AND DETERMINE.

WHEN AND AS THE INTEREST AND ESTATE OF SAID PRICE, INEBIT AND GESNER IN ANY FORTY ACRE TRACT OR TRACTS SHALL BE DETERMINED AS AFORESAID, THE FIRST PARTIES TO THIS CONTRACT SHALL SO NOTIFY THE SECOND PARTIES AND THE GIVING OF SUCH NOTICE SHALL BE TAKEN AND HELD TO BE DELIVERY OF POSSESSION OF SAID FORTY ACRE TRACT OR TRACTS TO SAID SECOND PARTIES, AND THEREUPON THE PURCHASE PRICE

\$2.60