

NOW THEREFORE, IT IS THEREFORE HEREBY AGREED, BETWEEN THE PARTIES HERETO THAT FOR AND IN CONSIDERATION OF THE SUM OF \$1.00 THIS DAY PAID TO THE PARTY OF THE FIRST PART BY THE PARTY OF THE SECOND PART AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS TO BE HEREINAFTER KEPT AND PERFORMED BY THE PARTIES HERETO, THAT THE FIRST PARTY WILL AND DOES HEREBY CONTRACT TO SELL TO THE PARTY OF THE SECOND PART AND THE SECOND PARTY DOES HEREBY AGREE TO PURCHASE FROM FIRST PARTY ALL OF THE TIMBER NOW UPON THE ABOVE DESCRIBED PROPERTY AT THE RATE OF \$1.00 PER CORD STUMPAGE FOR ALL STANDING TIMBER NOW UPON SAID PROPERTY. IT IS FURTHER AGREED AND UNDERSTOOD THAT THE SECOND PARTY SHALL HAVE A PERIOD OF SIX YEARS FROM THE DATE OF THIS CONTRACT IN WHICH TO REMOVE AND CUT ALL OF THE TIMBER NOW UPON SAID ABOVE DESCRIBED LAND.

IT IS FURTHER UNDERSTOOD AND AGREED THAT DURING THE TERM OF THIS CONTRACT THE SECOND PARTY HAS A RIGHT TO CONSTRUCT ANY FLUMES NECESSARY FOR FLUMING WOOD ACROSS THE ABOVE DESCRIBED PROPERTY AND SHALL HAVE THE FURTHER RIGHT TO CONSTRUCT ACROSS AND OVER SAID PROPERTY ALL ROADS NECESSARY FOR HAULING AND TRANSPORTING WOOD UPON THE ABOVE DESCRIBED PROPERTY OF THE ADJOINING PROPERTY HEREIN CONTROLLED BY THE SECOND PARTY; BUT IT IS EXPRESSLY UNDERSTOOD THAT THE ABOVE LICENSE UNDER THIS AGREEMENT DOES NOT CARRY ANY PERMANENT RIGHTS OF WAY OVER OR UPON THE PROPERTY FIRST PARTY, BUT ONLY A LICENSE DURING THE TERM OF THIS AGREEMENT.

IT IS AGREED AND UNDERSTOOD THAT THE BASIS FOR MEASUREMENT OF THE NUMBER OF CORDS CUT AND DISPOSED OF BY SECOND PARTY SHALL BE ACCORDING TO THE BILLS OF LADING OR SHIPPING RECEIPTS TAKEN BY SECOND PARTY, AND THAT PAYMENT FOR SAID TIMBER SHALL BE MADE BY SECOND PARTY TO FIRST PARTY AS THE SAME IS CUT AND SHIPPED AS FOLLOWS: THE SUM OF ONE DOLLAR PER CORD IN EACH SHIPMENT WHEN EACH SHIPMENT IS RECEIVED BY THE PURCHASER FROM SECOND PARTY, AND IN CASE SECOND PARTY FAILS OR NEGLECTS TO MAKE SAID PAYMENT ON ANY SHIPMENT AS ABOVE PROVIDED, THEN THE FIRST PARTY IS HEREBY AUTHORIZED AND EMPOWERED TO NOTIFY SECOND PARTY TO CEASE CUTTING OR SHIPPING OR REMOVING ANY FURTHER TIMBER OR WOOD FROM SAID PREMISES, AND THE SECOND PARTY SHALL THEREUPON CEASE CUTTING OR SHIPPING OR REMOVING ANY TIMBER OR WOOD FROM SAID PREMISES, AND AS LONG AS SAID DEFAULT CONTINUES THE SECOND PARTY SHALL HAVE NO RIGHT TO CUT SHIP OR REMOVE ANY TIMBER OR WOOD FROM SAID PREMISES, AND AT THE EXPIRATION OF SIX YEARS FROM THIS DATE ALL TIMBER, WOOD WHETHER FELLED, CUT OR UNCUT SHALL REVERT TO AND BE THE PROPERTY OF THE FIRST PARTY.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 14 DAY OF JUNE, 1921.

EXECUTED IN THE PRESENCE OF:

L. C. LAMSER

NELLIE MUNGER

H. J. BLAESING (SEAL)

GUS BARKS (SEAL)

FILED FOR RECORD NOVEMBER 12, 1921, AT 9 A.M. BY GUS BARKS.

Eddy P. Mitchell
COUNTY AUDITOR.