

6. THAT IT IS PARTICULARLY UNDERSTOOD AND AGREED THAT ALL OF THE RIGHTS AND PRIVILEGES HEREINBEFORE SPECIFIED IN FAVOR OF THE PARTY OF THE SECOND PART SHALL BE AND THEY HEREBY ARE SPECIFICALLY MADE SUBJECT TO THE RIGHT OF WAY FOR POWER LINE PURPOSES OVER A PORTION OF THE ABOVE DESCRIBED LANDS HERETOFORE GRANTED BY THE U. K. LUMBER COMPANY, OR ITS PREDECESSORS IN INTEREST, TO THE NORTHWESTERN ELECTRIC COMPANY, A CORPORATION, AND TO THE DEED FROM FREDERICK A. KRIBS, CONVEYING TO E. A. LEARNED, HIS HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

"COMMENCING AT A POINT 10 CHAINS SOUTH AND 4 CHAINS WEST OF THE QUARTER CORNER OF THE NORTH LINE OF SECTION 2, TOWNSHIP 2 NORTH OF RANGE 7 EAST OF WILLAMETTE MERIDIAN; THENCE SOUTH 4 CHAINS; THENCE WEST 4 CHAINS; THENCE NORTH 4 CHAINS; THENCE EAST 4 CHAINS, TO PLACE OF BEGINNING, CONTAINING 1.6 ACRES, MORE OR LESS,"

AND ALSO THE PRIVILEGE OF LAYING AND MAINTAINING A PIPE LINE FROM THE SAID LAND IN AN EASTERLY DIRECTION ALONG THE BEST AVAILABLE GRADE TO THE COUNTY ROAD IN SAID SECTION 2, AND SUBJECT ALSO TO THE RIGHT OF WAY HERETOFORE CONVEYED BY THE J. K. LUMBER COMPANY, OR ITS PREDECESSORS IN INTEREST, TO THE SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY.

7. THAT THE PARTY OF THE SECOND PART WILL PAY TO THE PARTY OF THE FIRST PART FOR THE ABOVE DESCRIBED TIMBER, AND RIGHTS AND PRIVILEGES, THE FULL SUM OF TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, AND INTEREST, AS FOLLOWS:

TEN THOUSAND (\$10,000.00) DOLLARS UPON THE EXECUTION AND DELIVERY OF THIS INSTRUMENT, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY SAID PARTY OF THE FIRST PART.

FIVE THOUSAND (\$5,000.00) DOLLARS, WITH INTEREST AT 6% PER ANNUM FROM DATE UPON ALL DEFERRED PAYMENTS, ONE (1) YEAR FROM THE DATE OF THIS INSTRUMENT.

FIVE THOUSAND (\$5,000.00) DOLLARS, WITH INTEREST AT 6% PER ANNUM FROM DATE UPON ALL DEFERRED PAYMENTS, TWO (2) YEARS FROM THE DATE OF THIS INSTRUMENT.

FIVE THOUSAND (\$5,000.00) DOLLARS, WITH INTEREST AT 6% PER ANNUM FROM DATE UPON ALL DEFERRED PAYMENTS, THREE (3) YEARS FROM THE DATE OF THIS INSTRUMENT.

8. THAT FROM AND AFTER THE DATE HEREOF, THE PARTY OF THE SECOND PART WILL PAY ALL TAXES UPON ALL OF THE TIMBER COVERED BY THIS INSTRUMENT, AND IN THE EVENT OF THE FAILURE OF SAID PARTY OF THE SECOND PART, PRIOR TO THE DELINQUENCY OF ANY SUCH TAXES, TO PAY THE SAME, THE PARTY OF THE FIRST PART MAY AT ANY TIME DURING SUCH DELINQUENCY PAY THE SAID TAXES, AND THE SUM SO PAID BY SAID PARTY OF THE FIRST PART, WITH INTEREST AT SEVEN (7%) PER ANNUM FROM THE DATE OF PAYMENT, SHALL BE ADDED TO THE NEXT INSTALLMENT DUE UNDER THIS CONTRACT AND BE PAID BY THE PARTY OF THE SECOND PART THEREWITH.

9. THAT IN THE EVENT OF THE FAILURE OF THE PARTY OF THE SECOND PART TO PAY TO THE PARTY OF THE FIRST PART ANY OF THE DEFERRED PAYMENTS MENTIONED IN PARAGRAPH 7 HEREOF, PLUS ANY TAXES THAT MAY HAVE BEEN PAID BY THE PARTY OF THE FIRST PART AS PROVIDED IN PARAGRAPH 8 HEREOF, UPON THE DUE DATE OF SUCH DEFERRED PAYMENT, ALL OF THE BALANCE OF THE DEFERRED PAYMENTS, IF ANY, SHALL COME IMMEDIATELY DUE AND PAYABLE, AND AT THE OPTION OF THE PARTY OF THE FIRST PART, TO BE EXERCISED WITHIN THIRTY (30) DAYS FROM THE DUE DATE OF SUCH DEFERRED PAYMENT, BY NOTICE IN WRITING DELIVERED TO THE PARTY OF THE SECOND PART BY REGISTERED MAIL,