

LOCATED ON SAID DONATION LAND CLAIM, WITH SUFFICIENT LAND FOR THE CONVENIENT USE THEREOF, TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS THERETO.

TO HAVE AND TO HOLD THE SAME TO THE SAID LESSEE FOR THE TERM BEGINNING WHEN LOGGING SHALL COMMENCE IN THE LOGGING SEASON OF 1918, AND EXPIRING AT THE EXPIRATION OF EIGHT (8) YEARS THEREAFTER, THE SAID LESSEE PAYING THEREFOR THE SUM OF ONE THOUSAND DOLLARS (\$1,000) IN CASH, WHEN LOGGING OPERATIONS SHALL BE RESUMED OVER SAID LOGGING RAILROAD, AND IN ANY EVENT NOT LATER THAN APRIL 1, 1918, AND A MONTHLY ADVANCE^{RENTAL} OF EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$83.33) PER MONTH, BEGINNING WITH THE FIRST FULL CALENDAR MONTH AFTER THE PAYMENT OF THE SAID SUM OF ONE THOUSAND DOLLARS (\$1,000), AND THEREAFTER SAID MONTHLY PAYMENTS TO BE MADE ON THE FIRST DAY OF EACH MONTH DURING SAID TERM AT NEWBERG, OREGON, AND THE SAID LESSEE ACTING PURSUANT TO AN ORDER OF THE ABOVE ENTITLED COURT THERETO ESPECIALLY AUTHORIZING HIM, DOES HEREBY ENTER INTO THIS LEASE AND COVENANT TO AND WITH SAID LESSORS, THEIR HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS, TO MAKE THE SAID PAYMENT OF ONE THOUSAND DOLLARS (\$1,000) WHEN LOGGING SHALL BE RESUMED OVER SAID LOGGING RAILROAD, AND IN ANY EVENT NOT LATER THAN APRIL 1, 1918, AND BEGINNING WITH THE FIRST FULL CALENDAR MONTH NEXT THEREAFTER TO PAY THE SAID RENT OF EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$83.33) IN ADVANCE MONTHLY PAYMENTS AT NEWBERG, OREGON, AS HEREINBEFORE SPECIFIED; THAT HE WILL MAKE NO UNLAWFUL, IMPROPER OR OFFENSIVE USE OF THE SAID PREMISES, BUT AT THE EXPIRATION OF THE SAID TERM, OR UPON ANY SOONER TERMINATION OF THIS LEASE, HE WILL QUIT AND DELIVER UP THE SAID PREMISES AND SAID LOGGING RAILROAD, DUMP AND UNLOADING FACILITIES TO THE SAID LESSORS, OR THOSE HAVING THEIR ESTATE THEREIN, PEACEABLY, QUIETLY AND IN AS GOOD ORDER AND CONDITION (REASONABLE USE AND WEAR THEREOF, FIRE AND OTHER UNAVOIDABLE CASUALTIES EXCEPTED) AS THE SAME ARE NOW OR MAY BE PUT IN BY THE LESSORS OR THOSE HAVING THEIR ESTATE IN THE PREMISES; THAT HE WILL NOT SUFFER NOR COMMIT ANY WASTE THEREOF; AND ALSO THAT IT SHALL BE LAWFUL FOR THE SAID LESSORS, AND THOSE HAVING THEIR ESTATE IN THE PREMISES, TO ENTER INTO AND UPON THE SAME TO EXAMINE THE CONDITION THEREOF.

THE LESSORS AGREE THAT IF THE LESSEE, HIS SUCCESSORS AND ASSIGNS, SHALL REMAIN ON SAID PROPERTY FOR A PERIOD OF EIGHTY-FOUR (84) MONTHS, DATING FROM AND AFTER THE PAYMENT OF THE SAID SUM OF ONE THOUSAND DOLLARS (\$1,000), AND SHALL KEEP THE COVENANTS OF THIS LEASE RESTING UPON HIM, HE SHALL HAVE THE USE OF THE SAID PROPERTY FOR A PERIOD OF TWELVE (12) MONTHS NEXT THEREAFTER, WITHOUT ANY PAYMENT THEREFOR.

THE LESSEE AGREES THAT HE WILL AT ANY TIME SURRENDER THE USE AND OCCUPATION OF THE SAID DWELLING HOUSE WHENEVER THE LESSORS MAY DESIRE TO OCCUPY THE SAME, OR SHALL SELL THE LAND UPON WHICH THE SAID DWELLING HOUSE IS LOCATED.

THE LESSEE HAS THE RIGHT AT ANY TIME, WHETHER HE SHALL HAVE COMPLETED THE LOGGING UPON THE TIMBER LANDS BELONGING TO THE J. K. LUMBER COMPANY, WHICH REQUIRE AN OUTLET BY THE SAID LOGGING RAILROAD, OR NOT, TO TERMINATE THIS LEASE AND TO GIVE UP POSSESSION OF THE SAID DEMISED PREMISES AND PROPERTY, AND THEREUPON THIS INDENTURE SHALL BE AT AN END, PROVIDED, HOWEVER, THAT HE MAY HAVE THE RIGHT TO REMOVE FROM SAID LAND ALL PERSONAL PROPERTY, (RAILS, TIES, FROGS, SWITCHES, AND OTHER COMPONENT PARTS OF THE SAID LOGGING RAILROAD, DUMP, UNLOADING, BOOMING AND RAFTING FACILITIES, PLACED ON SAID PREMISES SUBSEQUENT TO THE DATE OF THIS LEASE), WHICH,