

OF THE SUM OF \$890 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO M. D. HICKS AND W. L. FAGALY, OF HOOD RIVER, OREGON, DOING BUSINESS UNDER THE FIRM NAME OF HICKS LUMBER COMPANY, ALL OF THE TIMBER WHICH THEY <sup>MAY</sup> DESIRE TO TAKE AND REMOVE WITHIN THREE YEARS FROM THIS DATE, FROM THE PREMISES HEREAFTER DESCRIBED, WHICH TIMBER IS LOCATED UPON THE FOLLOWING DESCRIBED PREMISES IN SKAMANIA COUNTY, WASHINGTON, TO-WIT:

BEGINNING AT THE QUARTER CORNER ON THE WEST LINE OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE W. M., THENCE 1814 FEET IN A NORTHERLY DIRECTION ALONG SAID WEST LINE TO A POINT FROM WHICH A FIR TREE FORTY INCHES IN DIAMETER BEARS NORTH 75° WEST AND 6.6 FEET DISTANT, MARKED "H. S." AND A MAPLE EIGHT INCHES IN DIAMETER BEARS SOUTH 30° EAST 23.7 FEET DISTANT AND MARKED "H. S.", THENCE 1007 FEET IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF THE J. A. HOLMES TRACT TO A POINT FROM WHICH A FIR STUMP 48 INCHES IN DIAMETER BEARS NORTH 5° WEST AND 19 FEET DISTANT AND MARKED "H. S." AND A FIR SNAG 30 INCHES IN DIAMETER BEARS SOUTH 10° WEST 33.6 FEET DISTANT, MARKED "H. S.", THENCE 1839 FEET IN A SOUTHERLY DIRECTION FOLLOWING THE GENERAL LINE OF THE BOTTOM OF THE RAVINE, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE ABOVE NAMED SECTION, FROM WHICH A FIR SNAG TWELVE INCHES IN DIAMETER BEARS NORTH 10° EAST FIFTEEN FEET DISTANT, MARKED "H. S." AND A FIR SNAG 24 INCHES IN DIAMETER BEARS WEST 20.2 FEET DISTANT, MARKED "H. S.", THENCE IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE QUARTER CORNER ON THE WEST LINE OF SAID SECTION 19 NOTED AS THE POINT OF BEGINNING, CONTAINING 32.01 ACRES MORE OR LESS.

ALSO GRANTING THE RIGHT AND EASEMENT TO GO UPON, OVER AND ACROSS SAID PREMISES TO TAKE AND REMOVE THEREFROM THE SAID TIMBER FOR A TERM OF THREE YEARS BEGINNING WITH THIS DATE; AND ALSO THE RIGHT AND EASEMENT TO TRANSPORT OVER AND ACROSS SAID PREMISES, ALL TIMBER WHICH THE GRANTEES HEREIN MAY LOG IN THE VICINITY OF SAID PREMISES AND MAY DESIRE TO TRANSPORT OVER SAID PREMISES DURING SAID TERM.

TO HAVE AND TO HOLD THE SAME UNTO THE SAID M. D. HICKS AND W. L. FAGALY AND UNTO THEIR HEIRS AND ASSIGNS FOR A TERM OF THREE YEARS, BEGINNING WITH THE DATE OF THIS INSTRUMENT.

WE, THE UNDERSIGNED, COVENANT AND AGREE THAT WE ARE THE OWNERS IN FEE SIMPLE OF SAID PREMISES AND OF SAID TIMBER AND HAVE A GOOD AND LAWFUL RIGHT TO SELL AND TRANSFER SAID TIMBER; THAT SAID PREMISES AND TIMBER ARE FREE OF INCUMBRANCE AND THAT WE WILL PAY ALL TAXES WHICH MAY BE ASSESSED TO OR UPON SAID PROPERTY DURING SAID TERM, AND WILL DURING SAID TERM. WARRANT AND DEFEND AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER AND PROTECT THE SAID M. D. HICKS AND W. L. FAGALY IN THE FREE USE OF SAID PREMISES AND THE SAID TIMBER FOR SAID PURPOSES; PROVIDING, HOWEVER, THAT IF THE SAID GRANTEES SHALL FAIL, REFUSE OR NEGLECT TO REMOVE SAID TIMBER WITHIN SAID TERM OF THREE YEARS, THEN ALL RIGHTS HEREIN ACQUIRED BY THE GRANTEES SHALL CEASE AND TERMINATE AND SHALL REVERT TO THE UNDERSIGNED GRANTORS AND THEREUPON THE GRANTEES SHALL AT ONCE PEACEABLY AND QUIETLY QUIT SAID PREMISES AND DELIVER UP POSSESSION THEREOF UNTO THE GRANTORS, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS ON THIS THE 23RD DAY OF DECEMBER, A. D., 1924.