- 4. That the said Seller hereby stipulates and warrants that he is the sole owner of the said property hereby conveyed; that she has the power and right to dispose of the same in this manner and for the time herein specified, and the said Seller hereby covenants with the said Buyer that she shall defend the said Buyer in the free and quiet exercise of the said permission and license and use of said property herein conveyed for the stated term against all persons having lawful right to prevent the same.
- 5. That the said Seller further agrees that any of the water supplies on the said premises may be used by the Buyer in connection with the machinery to be operated thereon, or by the employees and the stock of the Buyer herein.
- 6. It is understood that this contract is assignable, and that its terms herein will bind the parties hereto, and their heirs, executors, administrators and assigns.
- 7. It is further agreed that If any fences are torn down by Purchaser, they will be replaced in the same condition at the expense of the Purchaser and that no tree tops will be left on the said land.
- 8. In consideration of the above, the Buyer agrees to pay to the Seller for the timber privileges and other rights conveyed the sum of Four Thousand, One Hundred (\$4,100.00) Dollars, the sum of which is hereby receipted and acknowledged.

WITNESSES: Skelly W. Kaling Party of the first part, Buyer

Party of the second part, Seller

(Continued on next page)