

C C A T A C T

WARRERS, BERT BUTLER DAVID, a widow, is the owner
of that certain real property described as:

SE-SE-SE, SW-SE-SE of Section 1, T. 36 S., R. 7 E., N. M. and Lots 2, 3 and 5 of Section 6, T. 36 S., R. 8 E., N. M., containing 159.79 acres, according to the official plat of the Survey of the said Land, on file in the Bureau of Land Management.

There, she desires to sell the merchantable ponderosa pine, red fir, white fir, cedar and lodgepole pine timber on said property and LEROY BLINGER desires to purchase the same.

AND THEREFORE, this agreement made, and entered into this 21 day of February, 1958 by and between BIRD ELLISON DAVIS, party of the first part, hereinafter known as DAVIS and LEROY LAMBER, party of the second part, hereinafter known as LAMBER,

UNIT 1

DVID, for and in consideration of the covenants and
agreements of GILBERT, covenants and agrees as follows:

1. To sell and does hereby sell to HIGHER, all the merchantable ponderosa pine, Red Fir, White Fir, Cedar and Lodgepole pine timber now located on the above described real property and grants unto HIGHER the right to enter upon the said real property to cut and remove the timber therefrom within the time herein after set out.

2. That she is lawfully seized in fee simple of the above described real property and has good right to sell the timber herein sold and that said timber is free and clear of all encumbrances and liens and that she, her heirs, executors administrators and assigns shall warrant and forever defend the title of said timber against the lawful claims and demands of all persons whatsoever.

(1-Contract)

LESTER, in consideration of the covenants and agree-
ments of DAVID, covenants and agrees as follows:

1. To purchase all of theponderosa pine, Red fir, white fir, Cedar and Lodgepole Pine timber now on the above described tract, report, and to log the same and to pay for ponderosa pine, twenty seven and no/100 (\$27.00) Dollars per thousand board feet and for Red fir, white fir and Cedar, ten and no/100 (\$10.00) Dollars per thousand board feet and for Lodgepole pine, five and no/100 (\$5.00) Dollars per thousand board feet, in the following manner:

One thousand five hundred and 20/100 (\$1,500.00) dollars, which the execution of said receipt or which is a copy acknowledged, shall be so receipted by the said company on the purchase price of the logs to be removed from the above described tract. Then, in the opinion of himself, the timber on said tract will exceed the value of said thousand five hundred and 20/100 (\$1,500.00) dollars, payments of purchase price will be made until the cost of the thousand five hundred and 20/100 (\$1,500.00) dollars shall have been used up on the timber so removed, at which time the parties shall make such adjustment, herein or additional payments, as shall be indicated. The timber herein set will be logged by the said company and delivered to a sawmill in Alaska, the said payment to be delivered to said mill site shall be on the 10th and 20th of each month. Payments made on the 10th of each month shall be for all logs delivered from the 15th to the end of the preceding month and payments to be made on the 20th of each month shall be for all logs delivered from the 15th to the 10th of each month. At the time of each payment, said company shall twice each month after the start of delivery of logs, furnish to DAVID a copy of the log scale for the period for which payments are made. DAVID shall have the right to inspect said company's records for the purpose of determining (A-Contract)

(2-Contract)