

GEO. E. PHELPS &amp; JULIA A. PHELPS TO

W. O. HADLEY.

For and in consideration of One Hundred Dollars (\$100.00) to me in hand paid, the receipt whereof is hereby acknowledged I hereby bargain, sell and assign to W. O. Hadley all of my right, title and interest in and to the lease of which the within is a true and correct copy and all rights and privileges thereunder and also I do hereby bargain, sell and convey to the said W. O. Hadley all my right, title and interest in and to the improvements of every kind, situated and being upon the leased premises described in said lease.

Witness my hand this 13 day of September 1899.

Julia A. Phelps.

F. J. Clarke, Witness.

Geo. E. Phelps.

Copy of Lease

E.S.LORYEA HUSBAND TO GEO. E.PHELPS.

This Indenture made and entered into by and between E. S. Loryea and A. M. Loryea parties of the first part and George E Phelps, party of the second part witnesseth.

That the parties of the first part for and in consideration of the covenants and agreements of the party of the second part hereinafter set forth, has rented, leased and let, and do hereby rent, lease and let unto the party of the second part for the full term of five years from the date hereof the following described lands and premises to wit:

Beginning at the South West corner of the Findlay Donahon Claim in Section 36, in Town-----

ship Three (3) North Range Eight East Willamette Meridian in Skamania County, State of Washington running thence North forty (40) chains to the North West Corner of said Claim thence East ten chains to a stake then South forty (40) chains to the Columbia river thence, Westerly along said river to the place of beginning containing forty acres, more or less.

To have and to hold said above named and described premises unto said party of the second part his heirs and assigns for the full period of five (5) years from the date hereof.

The said party of the second part in consideration of the grant of & the lease to said premises and the use thereof during said period hereby covenants that he will pay all taxes and assessments thereon during said term, and that at the expiration thereof he will deliver up possession thereof ~~XXXXXXXX~~ peaceably and in as good condition as the same are received damages by fire flood and inevitable accident excepted.

And it is further agreed by and between said parties that in case said party of the second part shall make any improvements on said premises, during said term the said party of the first part shall pay said party of the second part therefor, at the end of said term or whenever this lease shall for any reason be terminated and in case the parties-----

hereto cannot agree upon the prices of said improvements, then the matter shall be submitted to arbitration and the parties hereto hereby agree and bind themselves to abide by the decision and award of said arbitrators.

In witness whereof the parties have hereto set their hands and seals this 4th day of March 1892.

G. E. Phelps (Seal)

E. S. Loryea (Seal)

A. M. Loryea, (Seal)

Done in the presence of ,

W. H. Wilson.

J. H. Jackson.

Witnesses to signature of G. E. Phelps.

Received for record April 19, 1892,

Attest. John Orves Waterman, Auditor.

Filed for record by W. O. Hadley 27th, Sept. 1899 at  
8 A. M.

F. W. Kale,

Co. Auditor.