

C. F. & H. Freese to Charles Butler.

This Agreement made at the City of Portland, Oregon, this 10th day of September, A. D. 1902, by and between C. F. Freese and H. Freese of Portland, Oregon, and Charles Butler of Okanogan County, Washington, Witnesses:

That said C. F. and H. Freese hereby lease and farmlet to said Charles Butler that certain farm on the Columbia River in the County of Okanogan, Washington, containing about 105 acres and known as the Freese Place in Section 24, T. 2 N. R. 6 E. of the Willamette Meridian for the period of Five years from this date upon the following terms and conditions, to-wit:

1st. That the said Butler is to personally occupy, farm and use said premises and shall not sublet the same or any part thereof nor allow any one to occupy the same or any part thereof except by the permission of said lessors.

2nd. That he will farm and keep up said premises in a good and workmanlike manner and in the ordinary way that a prudent and careful man would farm and keep up said premises.

3rd. That he will not cut down or remove any timber therefrom and shall not use any of the good timber upon said premises except such as is necessary for fire wood and for fencing and improving said premises.

4th. That he will not commit any waste or cut down or destroy any trees or natural shrubbery upon said premises except such as may be designated and agreed upon.

It is further understood and agreed, That the said Charles Butler shall pay as rent for said premises the sum of Fifty Dollars (\$50.00) per year payable on or before September 10th of each year.

That in case said lessors, their representatives or assigns should sell said premises at any time during said term and the purchaser thereof should not be willing to continue this agreement then the said lessors, or their representatives or assigns may terminate this agreement, and in such case shall pay such damages as the said Charles Butler may suffer in being compelled to remove therefrom, said damages are not to exceed \$200.00. And in case the parties cannot agree as to the amount thereof each party is to select an appraiser and these appraisers are to select a third appraiser, the decision of said three appraisers, or a majority of them, for any amount less than the said \$200.00 to be final and decisive upon all parties hereto. The said Butler shall also have a reasonable time in which to remove from said premises or to

mature or remove any crops that he may have growing thereon for that season.

No illegal, offensive or disagreeable business is to be carried on on said premises and all manure produced on said premises shall be used thereon; and the said Butler agrees at the expiration of the said term or its sooner termination as hereinbefore provided for to redeliver the said premises to the said lessor, their representatives or assigns, with all fixtures, erections, additions and improvements thereon in as good order and condition as the same now is or shall have been put into, reasonable wear and tear excepted.

And it is further understood and agreed.

That the said Charles Butler is to receive no pay for any improvements by him made or to be placed upon said premises except where a special agreement to that effect is made, which agreement must be in writing. Any violation of the terms of this lease shall entitle the said lessor to retake possession of said premises at any time thereafter that they may desire.

In Witness whereof the said parties herunto set their hands and seals this 10th day of September, A. D. 1902.

Witness:

Thos. H. Strong

H. F. Fess (Seal)

C. F. Fess by H. F. Fess (Seal)

Charles Butler (Seal)

By William Butler

Filed for record by Wm. Butler, 12 Sept. 1902 at 9 a.m.

J. W. Kelle, C. Auditor

O.K.
E. H. Randall
Chairman

Wm. Schimand and Oregon and Washington Mining and Trust Co

This contract made and entered into this 8th day of May 1902 by and between Wm. Schimand and the Oregon and Washington Mining and Trust Co an Oregon corporation. Witnesseth that in consideration of \$200 cash to be paid on the execution of these presents and \$300 to be paid from 20% of the sales of development stock hereinafter to be provided for, the whole amount to be paid within one year from the date hereof and for the further consideration of 30% of the capital stock