

H. J. Lawton et ux to D. W. Hutchinson

Know all Men By These Presents that we H. J. Lawton and
 H. A. Lawton Lawton his wife lessors in consideration of
 a yearly rental of Five Dollars payable on the 1st day
 of October of each year during the life of this lease and
 any extended period to which it may be renewed do
 hereby demise and let unto D. W. Hutchinson - lessee and
 his assigns the following described premises: Seventeen
 rods square situate in the West half of the South West
 quarter of Section Eighteen in Township Two North of Range
 Five East of Willamette Meridian Skamania County
 Washington and more particularly described as follows
 commencing about forty six rods north of the S.W.
 corner section 18 - 5 $\frac{1}{2}$ rods north thence N 17 rods thence East
 17 rods thence south 17 rods thence west 17 rods to place
 of commencing. To Have And To Hold said demised premises
 for a period of five years with a privilege upon the
 part of said lessee to renew this lease at its expiration
 for a further term of five years upon the same conditions
 as herein contained. And lessors agree that said lessee
 or his assigns may erect such structures as necessary or
 convenient to operate a saw-mill and do a general
 lumber manufacturing business and do hereby grant
 to said lessee during the life of this lease or its extended
 period if it be renewed the water and water rights
 of a stream now flowing upon said premises.
 It is understood that during the life of this lease or
 at its expiration by limitation or renewal that said lessee
 or his assigns may remove such erections structures
 and fixtures as may have been placed upon said
 premises in the course of their business. It is
 understood that if said lessee fail to pay the rental
 as aforesaid then the lessors may at their option
 terminate this lease by giving the lessee thirty days
 written notice after first having duly demanded
 said rental. In Witness Whereof we have hereunto set
 our hands and seals this - day of October 1902
 executed in the presence of. D. W. Hutchinson

D. Wright.

H. M. Lawton.

H. J. Lawton

H. A. Lawton

State of Washington } ss
County of Clark }

I, Fritz Brann, a Notary Public in and for the State of Washington residing at Washougal Washington do hereby certify that on this 8 day of October 1902 personally appeared before me H. J. Lawton and H. A. Lawton his wife to me known to be the individuals described in and who executed the foregoing lease and acknowledged each for himself that he executed the same freely and voluntarily for the uses and purposes therein mentioned Given Under My Hand and official seal this 8 day of October 1902.

(Official Seal)

Fritz Brann

Notary Public in and for the State of Washington. Residing at Washougal Clark County Washington.

Filed for record by D. W. Hutchinson on the 22nd day of October A. D. 1902 at 9 o'clock a. m. F. W. Hale, Co. Auditor.
By E. H. Pringle Deputy.

Agreement.

Between H. J. Lawton and Wife & D. W. Hutchinson

This Agreement made and entered into this 8th day of October 1902 by and between H. J. Lawton and H. A. Lawton his wife parties of the first part and D. W. Hutchinson & W. Hutchinson and F. H. Hutchinson parties of the second part. Witnesseth That for and in consideration of the agreements herein after contained to be kept and performed by the parties of the second part the parties of the first part agree to sell to the parties of the second part and their assigns all the suitable saw timber situated upon the West half of the South West quarter of Section Eighteen Township Two North of Range Five East of Willamette Meridian Skamania County, Washington at the rate of fifty cents per Thousand to be selected by the parties of the second part. And the parties of the first part hereby grant to the parties of the second part such rights of way over and upon said premises as shall be convenient and necessary for the cutting and removal of said timber and grant the right to build maintain

will carefully use, and keep in good order, the said articles of merchandise hereinbefore described, at present location, in the City of Stevens, and not elsewhere, except with the written permission of the said party of the first part first had and obtained.

And it is further agreed by and between the parties hereto, that whenever said party of the second part shall fail to pay said rent, or any part thereof, as it shall become due and payable, or shall fail to keep and perform any of the agreements, conditions or undertakings, in this contract contained, especially as to the place where said property shall be kept, or whenever the said The Brunswick-Balke-Collender Co. shall deem it necessary, in order to secure itself against loss, although no breach of contract shall have been committed by said parties of the second part, then and in either of such events, the said The Brunswick-Balke-Collender Co. may demand, take and re-possess said property with or without process of law, anything herein contained to the contrary notwithstanding.

And said parties of the second part hereby agree to pay the rent aforesaid at the several times hereinbefore set forth, and at the expiration of the term for which said merchandise is rented and released, to return and deliver the same to the said The Brunswick-Balke-Collender Co. in good order, reasonable wear and tear thereof excepted; it being specially agreed and understood that the title to all of said property is vested in the said party of the first part.

And the said parties of the second part hereby further agree that the said The Brunswick-Balke-Collender Co. may keep the said property hereinbefore described, insured in a first-class insurance company, at the expense, cost and charge of said parties of the second part, for the full value of the same; and said parties of the second part hereby make the said party of the first part their attorney for the purpose of obtaining a policy of insurance as against said property hereinbefore described, and in the event of the failure of the said parties of the second part to pay such insurance, the said party of the first part is hereby authorized to advance the premiums therefor; and in the event that said party of the first part shall pay such insurance, the amount of such insurance so paid shall be added to the sum in the agreement of sale hereunder attached, as the consideration therefor. It is further understood by and between the parties

Recd Payable. Jan 1st for first by cash by J. H. S. Mr. See obout
1902. 10 10 10

hereof that interest at the rate of — per cent per annum shall be paid to the said The Brunswick-Balke-Collender Co. by the said parties of the second part (on the amount of the rental installments on said property hereinbefore described). In the event of said parties complying with all the terms of this agreement, the said The Brunswick-Balke-Collender Co. shall be required to sell and transfer said property hereinbefore described, to said parties of the second part as hereinafter agreed and set forth.

In Testimony Whereof, the said parties have hereunto set their hands and seals, in duplicate, this the 8th day of February 1902.

The Brunswick-Balke-Collender Co.

Executed in presence of

By B. N. Bowman Cashier [L.S.]
Udell & Moriarty [L.S.]

In Consideration of one dollar and other good and valuable considerations to us in hand paid, we hereby agree to and with Udell & Moriarty the said parties of the second part to the foregoing lease, that in the event that they shall on their part well and truly perform and fulfill all the conditions thereof, and pay, as they become due, the different installments of rent and all other sums therein and herein agreed to be paid, that we will, on the 10th day of December 1902, provided the said Udell & Moriarty shall so desire, sell and convey to property described in said lease, to the said Udell & Moriarty for the sum of Fifteen Dollars, then in cash to be paid to us, as hereinbefore set out and agreed upon.

This expressly understood and agreed, however, that time shall be the essence of this contract, and that unless all of the conditions of the foregoing lease shall have been fulfilled by the said Udell & Moriarty and the sum of Two Hundred Dollars, paid, as aforesaid, then the privilege to purchase said property, hereby granted, shall be waived and forfeited.

The Brunswick-Balke-Collender Co.

By B. N. Bowman, Cashier, [L.S.]

Portland, Oregon, February 8th, 1902.

The conditions of the above agreement are accepted.

Udell & Moriarty

Filed for record by the Brunswick-B. C. Co., 15th February 1902 at 9.55 a.m.
J. P. Hale, Esq. Auditor

Rents Payable. Year Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec
1902 \$1111111111111111111111200
10 10 10 10 10 10 10 10 10 10 10 10
10 10 10 10 10 10 10 10 10 10 10 10