

H. J. Sawton et al to S. W. Hutchinson

Know all Men By These Presents that we H. J. Sawton and H. A. Sawton Sawton 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 S. 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 - 5th 2 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.

S. W. Hutchinson
 H. J. Sawton
 H. A. Sawton

State of Washington }
County of Colville } ss

I Fritz Braum 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 Braum
Notary Public in and for the State of Washington. Residing at Washougal Colville 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. Crammer, 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 J. 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 Stevenson, 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 thereof. It is further understood by and between the parties

Rents Payable. 1902. Jan 76 Mar Apr May June July Aug Sept Oct Nov Dec. See amount
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