

Amos St. Martin to Samuel Macartney

This Indenture, made this 6th day of September A. D. 1904, by and between Amos St. Martin, unmarried, of Skamania County, Washington, party of the first part and Samuel Macartney of Multnomah County, Oregon, the party of the second part, Witnesses:

That in consideration of the covenants herein contained on the part of the said party of the second part to be kept and performed, the said Amos St. Martin, the party of the first part, does hereby lease, demise and let unto Samuel Macartney, the said party of the second part, the southeast quarter of the northeast quarter, and the northwest quarter of the southeast quarter of Section 21, Township 3, North of Range 8 East of the Willamette Meridian in Skamania County Washington, the same being the west one half of the homestead claim of the party of the first part. To have and to hold the same to the lessee herein, the party of the second part, for the term of seven years, from the first day of January 1905, to the first day of January 1912, paying therefore the sum of twelve hundred dollars (\$1,200) each year as rental, each year's rent of said twelve hundred dollars (\$1,200) to be payable in advance to the party of the first part on or before the tenth day of January of each year during the term hereof. The right and option is hereby granted to the said party of the second part by the party of the first part to have this lease upon the above described property extended for a period of three years after, and immediately following, the expiration of the seven years above provided; and if the said party of the second part should exercise his option and right to lease the said property for the said extra term of three years beginning with the expiration of the seven years aforesaid, it he shall then pay to the said party of the first part the sum of seventeen hundred (\$1,700) dollars per annum for said extra three years, said annual rental for each year to be paid on or before the tenth day of January of such year, in advance. During the term of this lease the party of the second part to pay all taxes upon the improvements on said property.

In Witness Whereof the said parties have set their hands and seals on the day and year first above written to this and another instrument of the same tenor and date.

Signed, sealed and executed in the presence of

A. Walter Wolf

R. E. Moody

State of Oregon

Amos St. Martin (Seal)

Samuel Macartney (Seal)

County of Multnomah } " This is to certify that upon this 6th day of September, 1904, before me personally appeared the within named Amos St. Martin, unmarried, and Samuel Macartney, known to me to be the persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the purposes therein set forth. In Testimony Whereof I have hereunto set my hand and notarial seal this day and year in this certificate first above written: --

Notarial
Seal

R. E. Moody

Notary Public for Oregon, Residing at Portland.

In consideration of the sum of One Dollar to me paid by Saml Macartney and as an addition to and part of the lease given by me to said Macartney September 6,

1904, I, Amos St. Martin, hereby agree with the said Samuel Mc Cartney that during the period of the said lease executed by me to Samuel Mc Cartney on September 6, 1904, on the West half of my homestead claim, that none of the Mineral Water Springs located upon the East half of said claim, $N 8 \frac{1}{2}^{\circ}$ of $E 8 \frac{1}{2}^{\circ}$ of Sec 21 T. 3 N. R. 8 E. shall ever be operated, developed or in any manner used, except for myself alone for the purpose of bottling and shipping the water. I further agree that if on the West half leased aforesaid no mineral or hot water springs are found by January 10th 1905, sufficient to justify development in the opinion of Mc Cartney, then the lease executed on said West half to be void and of no further force or effect.

A. St. Martin Seal

State of Washington }
County of } ss. This certifies that on this 26th day of September 1904 before me the undersigned, a Notary Public for Washington, personally appeared the above named Amos St. Martin, who is known to me to be the identical person, who executed the above instrument, and he acknowledged to me that he signed and sealed the same for the uses and purposes therein mentioned.

Witness my hand and notarial seal this day and year last above written.

Notarial
Seal

J. M. Krutz
Notary Public for Washington
Residing at North Yakima

Filed for record by J. Mc Cartney on Oct 10. 1904 at 12.10 o'clock noon

A. Heidekhaner
Com. Auditor

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Caspar Gropper to Louis Kalvick

State of Washington }
County of Skamania } ss. This agreement made the 15. day of December 1904, between Caspar Gropper of the first part and Louis Kalvick of the second part witnesses That Whereas the said Caspar Gropper is the owner of that parcel of land, known as the Gropper Land claim near Steamer, Skamania County Wash. and the said Louis Kalvick intends to erect a telephone line, said line to traverse the land claim of the aforesaid Caspar Gropper, Now Therefore, the said Caspar Gropper in consideration of the sum of (\$1.00) One Dollar, the receipt whereof is hereby acknowledged, does grant, promise and agree with the said Louis Kalvick, that he may in the erection of said telephone line make use of the land of the said Caspar Gropper or so much thereof as may be necessary for the building of said telephone line. And it is further stipulated and understood between the aforesaid parties, that whenever hereafter a county road shall be established from some