

purposes herein mentioned.

In Witness Whereof, I have hereunto set my hand and official seal the day and date in this certificate first above written.

Notarial.

Seal.

A. R. Elbright, Notary Public in and

for the State of Washington, residing at Tacoma in said state.

Filed for record by A. S. Avery on Nov. 15. 1905 at 1:15 o'clock P.M.

A. D. Brewster

As. Auditor

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Thos. N. Strong to B. L. Berry.

This agreement made at the city of Portland, Oregon, this 22nd day of October A.D. 1904, by and between Thomas N. Strong of Portland, Oregon, and B. L. Berry of Skamania County, Washington, Witteness: That the said Thomas N. Strong hereby leases and conveys to said B. L. Berry that certain dairy farm on the Columbia River in the County of Skamania, Washington, about 2 miles below Castle Rock, containing 20 acres along the front thereof upon which D. J. McGowen & Sons have now an option to purchase, making about 360 acres more or less, herein leased and known as Merv Lodge, for the period of five years from the first day of January, A.D. 1905, to the first day of January 1910, upon the following terms and conditions, to-wit:

First, That the said B. L. Berry is to personally occupy farm and all 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 Thos. N. Strong.

Second, 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 such premises.

Third, That he will not commit or permit to be committed any waste upon said premises and 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 firewood, and for fence and improving said premises. Fourth, That he will not cut down or destroy any trees or stand shrubbery upon such premises except such as may be designated and agreed upon. Fifth, In case the said Thomas N. Strong should desire at any time, at his own expense, to build and maintain a summer residence upon said premises other than the house now thereupon (which it is understood shall be at the disposal of the said B. L. Berry) or shall desire to camp on said premises, the he shall be at liberty to do so and to live thereon during such portion of the year as he may desire, not interfering otherwise with the use of such premises by said B. L. Berry.

It is further understood and agreed, That said B. L. Berry shall pay all taxes of every nature assessed against said place when due and send the receipt thereof to said Thos. N. Strong, and in case he shall fail to do so, that said Thomas N. Strong may pay the same and charge them to and collect them from said B. L. Berry or forfeit or rescind this

lease as hereinafter provided. That said lessee shall also for the period after the 1st day of January 1907 pay the additional annual sum of Fifty \$18.50.00 dollars per year, the first of said payments to be made on or before the 1st day of December, 1906 for the year of 1907 in advance and thereafter on the 1st day of December of each year in advance for the next year commencing on the January 1st next subsequent. That in case the said Thomas N. Strong or his representatives or assigns should sell said premises, or any part thereof, at any time during said term and the purchasers thereof should not be willing to continue this agreement and lease the said Thomas N. Strong or his representatives or assigns may terminate this agreement and lease, and in such case shall pay such damages as the said B. L. Barry may suffer in being compelled to remove from said premises, which damages are not to exceed \$250.00 and where the parties cannot agree as to the amount thereof, that each party is to select an appraiser and these appraisers to eve to select a third appraiser, the decision of said three appraisers or a majority of them, for any amount less than said \$250.00, to be paid and divided upon all parties thereto. That said B. L. Barry shall also have a reasonable time in which to remove from said premises or to mature or remove any traps that he may have growing thereon for that season. No offensive or disagreeable business is to be carried on on said premises and no spirituous or malt liquors are to be kept for sale thereon. All mirene produced upon said premises shall be used thereon; and the said B. L. Barry agrees at the expiration of the said term or its sooner termination as hereinbefore provided for to re-deliver the same to said Thomas N. Strong or his assigns or representatives, with all future additions, alterations and improvements thereon, in a good order and condition as the same now are or shall have been put into. Recoverable wear and tear excepted. And it is further understood and agreed, That the said B. L. Barry is to receive no pay for any improvements by him made to or placed on said premises except where a special agreement to that effect is made, which agreement must be in writing, and that said Thomas N. Strong reserves the right to exercise, sell and use all fishing or trapping rights in front of said premises on the River for such purposes; and also the right to sell all or any timber on and from said premises, with the right to cut and remove the same. Any violation of the terms of this lease shall entitle said Thomas N. Strong to retake the possession of said premises at any time thereafter that he may desire, and all monies theretofore paid for rent shall thenceforward become and remain the property of said Thomas N. Strong.

In witness whereof, The said parties do hereby set their hands and seals this 22nd day of October 18. 1904.

Witness:

Barry M. Barry

Hartman O'Neil

Filed for record by J. O. Gillette on Nov. 16. 1906 at 1.15 o'clock P. M.

Thos. N. Strong Seal:

B. L. Barry Seal

A. Oberholser

Co Auditor.

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