

From R. M. and James Shepard to Peter H. Abvig

This Indenture, Made this 5<sup>th</sup> day of October, 1898  
between R. M. Shepard and James Shepard of the  
County of Okanogan and State of Washington, parties  
of the first part and Peter H. Abvig of the County  
of Okanogan and State of Washington, party of the  
second part.

Witnesseth, that the said parties of the  
first part in consideration of the covenants of the  
said party of the second part, hereinafter set forth,  
do by these presents lease and demise to the said party  
of the second part, the following described property, to-  
wit:

The land owned by R. M. Shepard and James  
Shepard, and being a part of the Shepard Donation  
Land Claim in Township 20<sup>th</sup> North Range, 5<sup>th</sup> East,  
being 100 acres, together with all farming utensils  
now on said place.

To have and to hold the above rented premises  
unto the said party of the second part, his heirs and  
assigns for and during the full term of Three years  
from and after the 5<sup>th</sup> day of November, 1898.

And the said party of the second agrees to and  
with the said parties of the first part, to pay as rent  
for the above mentioned premises the sum of <sup>eighty</sup> (\$80<sup>00</sup>) Dollars  
per year, as follows: \$30<sup>00</sup> when this lease takes effect  
and \$30<sup>00</sup> on or before the first day of November,  
1899, and for the balance of the term in the same  
manner and at the same rate.

And it is further agreed by and between  
the parties hereto, that should the party of the second  
part fail to make the above mentioned payments  
as herein specified, or to pay any of the rent  
aforesaid when due, or fail to fulfil any of the cove-  
nants herein contained then in that case, it shall  
be lawful for the said parties of the first part to  
re-enter and take possession of the above rented premises  
and hold and enjoy the same, such re-entering  
working a forfeiture of the rents to be paid and  
the covenants to be performed by the said party of the

second part for the full term of the lease.

And the said party of the second part also covenants and agrees to and with the said parties of the first part not to assign, this lease or sub-let the above recited premises or any part thereof, without first obtaining, the written consent of the said parties of the first part, and that he will at the expiration of the term as herein recited, quietly yield and surrender the aforesaid premises to the said parties of the first part, then heirs or assigns in as good condition and repair as when he took them, reasonable wear and damage of the elements alone excepted.

And the said parties of the first part do covenant, that the said party of the second part, on paying the rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

Excepting the party of the second part agrees to yield possession of the aforesaid premises at any time that the parties of the first part sell said land, the parties of the first part paying the said party of the second part for his labor and work a reasonable compensation.

In Testimony whereof both parties have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of  
C. H. Marx  
C. G. Green  
R. N. Shepard  
James Shepard  
J. H. Alving  
50 Cents  
No common law  
R. N. Shepard  
Mar 7/1898  
Seal Seal Seal

State of Washington } ss.  
County of Skamania }

J. C. Green County Auditor in and for Skamania County Washington do hereby certify that on the 7th day of October 1898 personally,

appeared Q. W. Shepard and James Shepard  
and to one Lawrence to be the individuals described  
in and who executed the within instrument  
and acknowledged that they signed and  
sealed the same as their free and voluntary  
act and deed for the uses and purposes  
therein mentioned. Witness my hand and  
official seal the day and year in this  
Certificate first above written

C. G. Green  
County Auditor of  
Spokane Co. Wash.

Filed for record <sup>two of the</sup> Oct 5<sup>th</sup> 1898 at 10 O'clock  
A.M.

C. G. Green  
Auditor  
By Joe Towley  
Deputy

UNOFFICIAL COPY

Shirley cancel this without lease this 13th Sept 1907