

J. J. Maille to The Northern Ore. Co.

This Indenture, Made this 23<sup>rd</sup> day of February 1906, by and between J. J. Maille of Portland, Oregon, as Lessor, and The Northern Oreury Co. a Corporation, Witnesseth:

That in consideration of the covenants herein contained on the part of the lessee to be kept and performed by him, the said lessor does hereby lease, demise, and let unto the said lessee those certain two lots in Stevenson, Skamania County, Washington, described as Lots No 15. and 16. in Block No 1. Riverview Addition of said town of Stevenson, Together with a two story frame hotel building to be erected thereon by the said lessee, described as follows: Said building to be of frame construction, 46 ft x 50 ft; the second floor to be divided into not less than 20 rooms; the lower floor to consist of a barroom, dining room, sitting room and kitchen; the rooms on the second floor to be plastered, and the whole of the down stairs to be ceiled and papered; the second floor shall also be wired for electricity, and contain one toilet room; There shall also be one toilet room on the lower floor. To Have and to Hold, the same unto the said lessee for the term of five years from and after the date, and inclusive of said date, when the said leased premises shall be ready for occupation, to be as near the first day of April 1906, as possible, and notice of the day when said building shall be ready for occupancy to be given said lessee at least ten days in advance of said date. And the said lessee shall upon the said date of occupancy commences to pay to said lessor, and shall continue so to pay during the whole of said term, as rental for said premises the sum of \$75.00 per month in monthly payments in advance on the first day of each and every calendar month in gold coin of the United States; and, if the said date of occupancy shall be on any other day than the first day of the calendar month, the said lessee shall pay in advance pro rata rental from the date of said occupancy to the first day of the succeeding month, and thereafter the said rental shall be paid in advance on the first day of each and every calendar month as hereinafter specified, and the term of this lease shall consist of sixty (60) calendar months thereafter. And the said lessee for itself, its successors or assigns, hereby agrees to and with the said lessor, his heirs and assigns, to pay said rental in monthly payments in advance of \$75.00 each in United States Gold coin during the whole term of this lease; and it will make no lawful, improper, or offensive use of the premises, and that at the expiration of the said term or upon any sooner termination of this lease, it will quit and deliver up the premises and all further erections or additions to or upon the same to the said lessor, or those having his estate therein, peaceably and quietly and in as good order and condition (reasonable use and wear thereof, fire, and other unavoidable casualties excepted) as the same now are or may be put into by the said lessor or those having his estate in the premises. and the said lessee will not suffer or permit any strip or waste thereof, or make or suffer to be made any alterations or additions to or upon the same, nor assign this lease, nor underlet, except as hereinafter provided, nor permit any other person or persons to occupy the same except as hereinafter provided without the consent of the lessor or those having his estate in the premises, at reasonable times, to enter into and upon the same to examine the condition thereof.

It is understood and agreed that the said lessee shall keep the said building in repair, and all repairs, additions, or alterations thereto shall be made by the said lessee without any expenses to the lessor, and the said lessee, in making such repairs, alterations and

additions, will protect the said premises from any mechanic's liens or other liens. And the said lease shall make no alterations or additions to the said premises without the consent of the lessor, hereby first obtained in writing. It is understood and agreed between the parties hereto that the said premises are leased to the said lessee for the purpose of enabling it to use and operate same as a hotel, and that it shall have the free use and enjoyment of the said premises for said purpose, and no provision herein shall be construed to bar it from subletting it to guests in the conduct of said business and occupancy, by such guests, of the said leased premises, provided however, that the said lessee so covenants. I agree with said lessee that such hotel shall be conducted in a quiet and orderly and respectable manner. It is also understood and agreed that this lease is not and shall not be subject to or capable of involuntary assignment or transfer, whether such involuntary transfer be by legal process or otherwise. And the lessor does, by these presents, hereby agree that the said lessee shall have the privilege, at any time after the expiration of the first year of the term of this lease, of purchasing the said property hereby leased for a sum not to exceed Five Thousand (\$5000.) Dollars, to be hereafter agreed upon, provided however, that, in case the said lessee does not avail itself of the opportunity of purchasing the said property within six months after the expiration of the first year of the term of this lease, the said lessor may sell the said property to any other person or persons, provided that, before doing so, the said lessor shall give the said lessee the opportunity of paying the same amount for said property as he may be offered by other intending purchasers.

Provided always, and these presents are upon this condition, that, if the said rent shall be in arrears for the space of ten days, or if said lessee shall do, or neglect, or shall fail to perform or observe any of the covenants herein contained, which or its part are to be performed and observed, then, and in either of such cases, the said lessor, or those having his estate in the said premises, lawfully may, immediately or at any time thereafter and while such neglect or default continues, and without notice or demand, enter into and upon said premises, or any part thereof, in the name of the whole, and repossess the same as his former estate, and expel the said lessee and those claiming under it, and remove its or their effects, forcibly if necessary, without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedy which might otherwise be used for arrears of rent, or proceeding breach of covenant.

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

Signed, sealed, and delivered in the

presence of us as witnesses:

Paul Sachsel

J. P. Griffith

J. J. Meili (Seal)

The Northern Brewery Co. (Seal)

By U. Miller

I, J. J. Meili, in consideration of the execution of the foregoing lease by the Northern Brewery Co. and in consideration of the sum of One Dollar, to me in hand paid, the receipt of which is hereby acknowledged, do hereby consent and agree to the subletting of the said premises by the said Northern Brewery Company to one R. J. Owen, it being understood and agreed, however, that the Northern Brewery Co. remains liable for the rent.



of the said premises in accordance with the terms of said lease.

In presence of

J. J. McCall.

Paul Schusel

Filed for record by the County Co. on May 2, 1906 at 1.15 P. M.

A. Pleaschman

Co. Auditor ...

2.10

W. E. Thomas to P. & J. Ry Co.

Whereas the undersigned by deed dated March 16th, 1905, conveyed to Jacob Grjve and Mrs. Smith a tract of land in lots two and three of section six, Township one north, range six east of the Willamette Meridian, reserving unto themselves a roadway fifteen feet wide from the boundary road to the bank of the Columbia River, and Whereas said Grjve and Smith have conveyed to the Portland and Seattle Railway Company a right of way across the said premises and said Railway has agreed to construct an overhead crossing for said roadway to pass over its tracks: Now Therefore, in consideration of the premises and the sum of One dollar, in hand paid, the undersigned do hereby grant to said Railway Company the right to construct its railroad across the roadway above described and to carry said roadway across its tracks by means of an overhead crossing, reserving the right in the part of the grantors to carry a flume along said overhead crossing.

Dated this 28th day of April 1906.

Witness: J. M. Stevenson

A. L. Walker

R. H. Olsson as to Mrs. W. E. Thomas.

Wm. E. Thomas

Mrs. W. E. Thomas.

State of Washington }  
County of Skamania } ss. I, J. M. Stevenson, a Notary Public in and for said County and State, do hereby certify that on this 28th day of April 1906, before me personally appeared Wm. E. Thomas, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed, sealed and executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this the day and year in this certificate first above written.

Notarial

Seal

J. M. Stevenson, Notary Public in and for the State of Washington, residing at Graceland, Thurston.

State of Oregon

County of Multnomah } ss.

I, R. H. Olsson, a Notary Public in and for said County and State, do hereby certify that on this 22nd day of May 1906, personally appeared before me Mrs. W. E. Thomas, to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed, sealed and executed the same