

Martin to Young

This Indenture, made this 3rd day of January in the year of our Lord one thousand nine hundred and seven Witnesseth; That Tom J. Martin of County of State of Washington, lessor, does hereby lease, demise and let unto Walter Young of Stevens Washington, lessee, Lots 28 and 29 and the rear 55 feet of Lots 25-26 and 27 in Block one of the town of Stevens, according to the Plat on file in the office of the Auditor of said Spokanain County, Wash., having thereon the Valley Hotel, together with its furniture, bedding, cooking utensils and dishes in said Hotel and on said premises.

To have and to hold for the term of one year to-wit: from the fourth day of January A.D. 1907 to the fourth day of January A.D. 1908, yielding and paying therefor the rent of Twenty (20.00) Dollars lawful money of the United States of America; and the said lessee promises to pay the said rent in such money and as follows, to-wit: monthly in advance, to quit and deliver up the premises to the lessor or his agent or attorney peaceably and quietly at the end of the term, in as good order and condition (reasonable wear and tear thereof and damage by the elements excepted) as the same are now or may be put into, and to pay the rent as above stated during said term, also the rent as above stated during such further time as the lease may hold the same, and not make or suffer any waste thereof, nor lease or underlet, or permit any other person or persons to occupy or improve the same, or make or suffer to be made, any alteration therein but with the approval of the lessor therein in writing having first obtained, and the lessor may enter to view and make improvements and to expel the lessee if he shall fail to pay the rent as aforesaid or make or suffer any waste thereof. And should default be made in the payment of any portion of said rent when due, and for days thereafter, the said lessor, agent or attorney may re-enter and take possession and at his option terminate this lease.

Signed, sealed and delivered in the presence of
B. M. Woolverton, as to 1st party

Tom J. Martin (Seal)
Walter J. Young (Seal)

State of Washington }
County of Spokanain }
I, B. M. Woolverton, a Notary Public in and for the said State, do hereby certify that on this 15th day of January A.D. 1907, personally appeared before me Tom J. Martin, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned. In Witness Whereof, I have hereunto set my hand and official seal this day and year in this certificate first above written.

Notarial
Seal

B. M. Woolverton, Notary Public
in and for the State of Washington
residing at Spokane, Wash.

State of Washington }
Spokanain County }
I, A. M. Wright, a Notary Public, do hereby certify that on this 4th day of March 1907 personally appeared before me Walter Young, to me known to be the individual described in and who executed the within instrument and acknowledged

to use that he signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal this date above mentioned.

Notarail:

Seal.

R. M. Wright, Notary Public in and for Wash.
residing at Stevenson, Wash.

Filed for record by R. M. Wright on May 17, 1907 at 2.15 P. M.

A. Pleischman

So. Audited.

1.05
✓

P. & S. Ry Co. to T. Menier. Agreement.

This agreement made this fourth day of May 1907 by and between Portland & Seattle Railway Company, a Washington Corporation, party of the first part, and Thomas H. Menier of Skamania County, Washington, party of the second part, Witnesseth: That Whereas: The Northern Pacific Railway Company filed its selection list No. 181, under the act of July 1, 1898, in the United States Land Office at Vancouver, Washington, on September 5, 1905, which list was approved by the Register and Receiver on said date, selecting Lot four (4) of Section thirty-five (35) Township three (3) North, Range eight (8) East of the Willamette Meridian and Whereas: Said Thomas H. Menier, party of the second part, filed his homestead application for the land described in the preceding paragraph alleging settlement September 4, 1902, and upon which receiver's homestead receipt No. 13788 was issued, bearing date September 18, 1905, and Whereas: the land above described has been conveyed by said Northern Pacific Railway Company to the Portland and Seattle Railway Company, and Whereas the conflicting claims of said Northern Pacific Railway Company and Thomas H. Menier has resulted in a contest which is now pending in the United States Land office at Vancouver, Wash. and Whereas: Said Thomas H. Menier, party of the second part herein has relinquished to the United States his homestead entry above described for the land described, and order that the title to said land may become perfected in said Northern Pacific Railway Co. and its grantee, the Portland and Seattle Ry Co., party of the first part herein.

Now Therefore: In consideration of the premises said party of the first part hereby agrees that it will convey by good and sufficient title deed to the party of the second part herein (as soon as the United States Patent to said Lot four (4) shall have been issued to said Northern Pacific Railway Company) that good and parcel of said Lot four (4) described as follows, to-wit:

All that portion of Lot four (4) of Section thirty-five (35) in Township three (3) North of Range eight (8) East of W.M. lying South of a line one hundred (100) feet distant from, south of, parallel with, and at right angles to the center