

Christensen to Wilkinson & Christensen.

Lease.

THIS AGREEMENT, Made this 3d day of May, 1910, between William P. Christensen party of the first part, and Philip B. Wilkinson and William P. Christensen Jr. partys of the second part, WITNESSETH, That the party of the first part hereby leases unto the second party for 3 years from the first day of October, 1910; the following lands, situated in the county of Skamania/ State of Washington, and described as follows, to-wit: The South East Quarter (S.E.  $\frac{1}{4}$ ) of section No. Fourteen (14) in Township No. three (3) North of Range No. eight (8) E.W.M. All work necessary to carry out the terms of this lease shall be done in first-class farmer-like manner, and in proper season therefor, at the expense of the second party, including seed. Second party is to sow to grain such parts of said lands as are fit therefor, except as herein otherwise expressly provided. All that part of the said premises not so sown and which is fit for hay, shall be considered as hay-land and cared for as such by second party. Second party agrees to give first party written notice of time and place of threshing all grain at least \_\_\_\_\_ days before the date thereof, and not to assign this lease or sublet said premises without written permission of the first party, and at the expiration of this lease to surrender up peaceable possession of said premises in good condition to first party.

The title to all of the products shall be and remain in the first party until such time as first party shall have received his full proportion thereof, and second party shall not mortgage or dispose of any part thereof to the prejudice of the first party. The first party has the right to go upon said premises at any time and perform such work thereon as he may deem advisable which does not prevent the second party from carrying out this lease. Second party is to keep all the buildings and fences on said lands up and in good condition. No stock of any kind shall be allowed to run in the orchard and no stock shall be pastured on said premises except that owned by second party. All damage caused by second party not complying with the terms of this lease shall be at the loss of second party. It is further agreed that no lien shall be claimed or filed by any person performing any labor or work of any kind whatever on said premises or on or about said products, and that no lien or right of lien shall exist therefor. Parties of the second part reserve the first right after the expiration of this lease to purchase said farm for the sum of \$4000.00. Parties of the second part hereby agree in consideration of the rental of said farm to pay all taxes and assessments levied against said hereinbefore described premises for the years of 1910, 1911, and 1912 as the same shall become due and payable, and also further agree to that all improvements made or placed on said farm by the parties of the second part hereto shall remain and be retained by the party of the first part at the expiration of this lease, the parties of the second part shall have the right to cut the timber on said farm to cord wood, but must pay to the party of the first part twenty cents in cash for each and every cord sold. Party of the first part gives the privilege to the second parties to sell at any time during the terms of this lease

the N.E.  $\frac{1}{4}$ , N.W.  $\frac{1}{4}$ , of the S.E.  $\frac{1}{4}$ , of said farm upon the payment of \$1000.00 to the first party for each of the forties sold, for which the first party hereby agrees to give his warranty deed upon said payments. It is hereby further agreed by and between both parties hereto that the S.W.  $\frac{1}{4}$  of said quarter section, shall be the last forty acres to be sold, Party of the first part reserves the right if he desires at the expiration of this lease to retain five (5) acres in the S.W.  $\frac{1}{4}$  of the herein described land for his own use for a homestead, for which the amount of \$125.00 is to be deducted from the total amount of \$4000.00

First party does not warrant that second party shall have quiet enjoyment of said premises, not shall first party be liable for any damage to second party in case of redemption of said lands from sale under any foreclosure proceedings, and in case of such redemption first party shall not be liable for any sumer following done by second party hereunder.

It is further agreed that if the land herein described is sold, or rented to another tenant for 1913 the said tenant or purchase shall have the right to go on said land, make repairs, fall plow, and sow wheat or other grain in the fall of 1913

A failure on the part of second party to comply strictly with this lease in any particular shall be good grounds for terminating the same by first party.

Signed, Sealed and delivered in  
Presence of

W.C.Campbell )  
Henry Atwater )

Raymond C. Sly) to Wm.P.Christensen &  
William P.Christensen, Jr.

William P. Christensen (Seal)

Philip B. Wilkinson (Seal)

William P. Christensen Jr. (Seal)

State of Washington )  
County of Skamania ) ss.

On this 19th day of May, A.D. 1910, before me Raymond C. Sly a Notary Public in and for said County and State, personally appeared William P. Christensen personally known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his 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.

(Notarial Seal)

Raymond C. Sly  
Notary Public, residing at  
Stevenson, Wash.

State of Oregon )  
County of Multnomah ) ss.

On this 17th day of May A.D. 1910, before me E.C. Geeslin a Notary Public in and for said County and State, personally appeared Philip B. Wilkinson, personally known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his 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.

{NOTARIAL}  
{SEAL}

E.C. Gieslin Notary Public,  
Residing at Portland, Oregon.

State of Washington }  
County of Skamania } ss

On this 19th day of May A.D. 1910, before me Raymond C. Sly a Notary Public in and for said County and State, personally appeared William P. Christensen Jr. personally known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his 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.

{NOTARIAL}  
{SEAL}

Raymond C. Sly Notary Public  
Residing at Stevenson, Wash.

Filed for record by Wm. P. Christensen Jr. on May 19 1910 at 1:30 P.M.

A. Fleischhauer,  
Co. Auditor.

Mercantile Trust & Inv. Co. to Amos D. St. Martin.

WHEREAS: There has this day been conveyed to the undersigned, Mercantile Trust & Investment Company, a corporation, by Amos D. St. Martin and Grace St. Martin, his wife, all their interest in and to the southeast quarter ( $\frac{1}{4}$ ) of the northeast quarter ( $\frac{1}{4}$ ), and the northeast quarter ( $\frac{1}{4}$ ) of the southeast quarter ( $\frac{1}{4}$ ); also their interest in and to the south half ( $\frac{1}{2}$ ) of the southeast quarter, and the east half ( $\frac{1}{2}$ ) of the southwest quarter ( $\frac{1}{4}$ ), all in Section 21, Township 3 North of Range 8, East of the Willamette Meridian in Skamania County, State of Washington; and also all the interest of the said parties in and to the estate of the late Isadore St. Martin, deceased; and especially in and to the said real property owned by Isadore St. Martin at the time of his decease. And

Whereas: There has been transferred a certain promissory note in the sum of Fifteen Thousand (\$15,000.00) Dollars, executed by Mineral Springs Hotel Company to said Amos D. St. Martin, bearing date the \_\_\_\_ day of October, 1907, drawing interest at the rate of eight per cent per annum, together with fifty-five (55) shares of the capital stock of Mineral Springs Hotel Company, said promissory note being now in the possession of one Ralph E. Moody.

NOW, THEREFORE, This is to certify that all of the above described property has been transferred to and received by the undersigned, Mercantile Trust & Investment Company, and is held by it in trust for the use and benefit of the said Amos D. St. Martin and Grace St. Martin, his wife, and as security for any money which may be advanced by the