

undersigned to pay costs and disbursements and attorney's fees, and any other necessary expenses which may be incurred in connection with the recovery of any of said property, whether the same is recovered through litigation or other means. And whenever the rights of the said Amos D. St. Martin and Grace St. Martin are adjusted, and the said costs and disbursements, expenses and attorney's fees are paid and satisfied, the said property is to be reconveyed and retransfer to the said Amos D. St. Martin, or to his assigns.

It is understood that the undersigned company is authorized to take such steps as may be necessary to recover or perfect the title to said property.

MERCANTILE TRUST & INVESTMENT CO.,

Dated, April 27, 1910.

By J.V. Beach
President.

Attest: F.C.Hoecker
Secretary.

Filed for record by E.P.Ash on May 19, 1910 at 1:15 P.M.

A.Fleischhauer,
Co. Auditor

c.75
✓

Blazier to Blazier.

This Indenture made this 1st day of September 1909, by and between A.Blazier of the County of Multnomah, State of Oregon, and J.E.Blazier, of Multnomah County, State of Oregon, Witnesseth:

That in consideration of the covenants hereinafter contained on the part of the said J.E.Blazier to be kept and performed by him the said A.Blazier does hereby lease, demise and let unto the said J.E.Blazier, his heirs, executors, administrators and assigns, the following described tract and piece of real estate, to-wit:- a strip of land sufficiently wide to construct and operate a single or double track standard gauge railroad, over, through and across my farm in Skamania County, State of Washington, the same being the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter and the North half of the Southwest quarter of Section Twenty-five, Range Two North Five East of Willamette Meridian.

Said strip of land to be used as right of way upon which to construct and operate a logging railroad and same to be sufficiently wide to construct and operate a standard gauge railroad as the same is now, or may hereafter be located and constructed over, through, and upon said farm aforesaid.

To have and to Hold the same to the said J.E.Blazier, his executors, administrators and assigns, for the term of Fifteen (15) years from the 1st day of September 1909, the said Blazier, his heirs, executors, administrators and assigns paying therefor the sum of Fifty (\$50) Dollars, in Gold Coin for said term of fifteen years.

It is agreed however, that upon the termination of said lease by expiration

of the time herein limited, that the said J.E.Blazier, his heirs, executors, administrators, and assigns, unless said lease is continued in force for a longer period will remove the said railroad iron and ties, and other railroad property from said premises.

And it is further agreed that if the said J.E.Blazier, his heirs, executors, administrators and assigns shall cease to operate said railroad prior to the expiration of this lease, and shall remove all railroad property from said premises that this lease shall then be considered at an end, and the annual rental payment cease, and the said right of way immediately revert to the lessors herein.

It is agreed that the right of way hereby leased becomes a part of the continuous right of way over which to build a railroad from the Columbia River to the timbered lands of the said J.E.Blazier, and that the same shall be appurtenant to the said timbered lands, and a sale thereof shall carry with it this right of way for the term herein fixed, and upon the terms and conditions herein stated.

In Witness Whereof the said parties have hereunto set their hands and seals this 1st day of Sept. 1909.

In the presence of:

A. Blazier (Seal)

W.M.Davis

Arthur I. Moulton.

State of Oregon

County of Multnomah

} ss.

This Certifies that on this 1st day of Sept. 1909, before me, a notary public in and for said county and state, personally appeared the within named A. Blazier, to me known to be the individual described in and who executed the within instrument, and he acknowledged to me that he signed and sealed the same freely and voluntarily, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal)

W.M.Davis

Notary Public

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, I, the undersigned, assign, set over and deliver to the Cape Horn Railroad Company, all my right, title, and interest in and to the above contract for right of way.

Dated this day of 1909.

J.E. Blazier.

Filed for record by J.E. Blazier on May 24, 1910 at 1:15 P.M.

A. Fleischhauer,

Co. Auditor.

120
V