

said rent in said money also to quit and deliver up the premises to the lessors or their heirs and assigns at the end of this lease in as good condition the same may be put unto to pay the rent as above stated during the terms. And it is further agreed between the contracting parties that the lessees can sublet any or all of the premises hereindescribed which assigns shall assume all manner all the obligations mentioned by this lease and shall be entitled to all rights of the original lessors so long as they shall faithfully perform the conditions of this lease. And should default in the payment of any portion of said rent when due and for 10 days thereafter the said lessors their agents or attorneys may re-enter and take possession and at his option terminate this lease. All rentals mentioned in this lease are payable in advance annually.

Witnesses:

G.F. Wetherill

Arthur Anderson

A.W. Page

Rolland Tillotson

Filed for record by J Yeta on Febry 10th 1913 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Booth-Perry Agreement.

This agreement made and entered into this 17th day of December 1910 by and between Louis M. Booth, party of the first part, and O.A. Perry, party of the second part: Witnesseth:

That for and in consideration of the covenants and agreements hereinafter mentioned, these parties agree to a full and final settlement and adjustment of all property rights and differences between them growing out of their association up to this time and their ownership in the Cocks Mercantile Co. a corporation, Cocks Investment Co. a corporation and all their property rights so far as hereinafter mentioned:

First: The party of the first part will assign and deliver to the second part all his shares right and interest and property in the Cocks Mercantile Co. a corporation and in the Cocks Investment Co. a corporation. Second. The second party O.A. Perry, may have and retain the stores at Cocks and at Hood in Washington, owned and managed by the Cocks Mercantile Co. together with all the bills receivable, merchandise, and shall assume and hold the first party harmless on account of same and on account of any liability, contingent or otherwise on account of the stock or shares of the first party in the Cocks Mercantile Co. and the Cocks Investment Co. now or heretofore owned by the first party and agreed to be assigned and transferred to the second party, and shall have the sawmill and telephone rights of the party of the first part. Third: The said L.M. Booth, party of the first part shall have the following to-wit: (a) Two (2) Lots lying immediately east of his present home at Cocks Washington, being lots numbered nine (9) and ten (10) in Block six (6) according to the plat of the original townsite of Cocks Washington, same being on file in the office of the County Auditor of Skamania Co. Washington, said lots to be deeded free and clear from all incumbrances.

(b) The first party shall also be entitled to the entire right title interest and equity in the Wise tract or parcel of land consisting of eighty (80) acres more or less in Skamania County Washington subject to the existing incumbrance against the same, being a mortgage

of \$2000.00 and interest which the first party assumes.

(c) Fifteen of the ten acre tracts composing the Rupert & Crowe tract of land consisting originally of 430 acres more or less, situated in Skamania County Washington.

(d) One half of the wood, consisting of about 130 cords of wood same being now situated on the aforesaid Wise place, free and clear of all incumbrance, except cutting, the same being paid by the second party.

(e) Four notes of \$200.00 each and one note for \$372.00, executed by O.A. Perry and his wife in favor of the first party, payable on or before one, two three, four and five years after date, respectively, dated December 17th 1910, bearing interest at eight per cent per annum from date until paid interest payable annually.

(f) Five notes of the Cooks Mercantile Co. in favor of the first party to-wit: four notes for \$500.00 each and one note for \$240.45 respectively due on or before one two, three four and five years after date with interest at the rate of 8% per annum from date until paid dated December 17th 1910, interest payable annually.

Fourth: In addition to said notes above mentioned, the second party contracts and agrees immediately to invest three thousand (\$3000.00) dollars in cash in the Cooks Mercantile Co. the same to be used in paying and discharging debts and liabilities of said company; and it is particularly understood and agreed that if the said three thousand dollars in cash is not so invested or in case any suit, action or proceeding is instituted by the creditors of the Cooks Mercantile Co. to collect and enforce their claims at law, then and in that event all of the notes of the first party hereinbefore described shall at once become due and payable and the first party shall have the right thereupon to institute any necessary action, proceeding or suit to enforce the collection thereof. However, this paragraph of this agreement shall not be construed to be of effect in the event of a merely minor suit or action such as would in no way endanger the security of the first party for payment of aforesaid notes. It is further understood that if any of said notes or the interest shall not be paid promptly at the time and in the manner that the same become due, then all of said notes shall at once become due and payable and enforceable by the first party.

Fifth: It is further agreed that each party will assume one half of the mortgage indebtedness against the Rupert & Crowe tract before mentioned, or \$4700.00 with interest, and when either party shall have paid and discharged an equal one half of the indebtedness against the same, the other party to this agreement will discharge his portion of the mortgage in such manner as to permit the other party to hold or sell his remaining portion free of incumbrance. The intention being that if either party shall be obliged to pay more than his equal one half of the principal and interest of such mortgage in order to protect his own half or portion thereof, he shall have the right to recover from the other party the amount so paid, and be subrogated to the rights of the holder of the mortgage against the property of the delinquent party to the amount expended by him for the benefit of the other party to this contract.

Sixth: It is mutually agreed that the said parties to this agreement shall discharge in equal portions a certain note in the sum of two thousand (\$2000.00) dollars in favor of the Vancouver National Bank of Vancouver Washington as follows: \$500.00 each January 20, 1911, \$250.00 each February 20, 1911, \$250.00 each March 20, 1911 interest on said note to be paid also in equal proportions.

Seventh: It is mutually agreed that good and sufficient deeds shall be given and all necessary

deeds, releases and conveyances shall be made to convey to the first party his portion of said real property forthwith, and partition thereof or equitable division agreed upon immediately, and that all proper releases and conveyances to carry into effect this agreement shall be made and executed between the parties hereto forthwith.

Eighth: The party of the second part may have and retain the name of the corporations Cocks Mercantile Company and Cocks Investment Company and may continue said corporations or not as he may be advised without any prejudice to the rights and without incurring any liability or obligation against the first party by reason thereof.

Ninth: That upon the due execution and delivery of all of said necessary notes and deeds, instruments and receipts hereonbefore mentioned, said settlement will be deemed in full and complete adjustment, accord and satisfaction of all claims from either party to the other, growing out of all transactions debts and obligations from the beginning of time to this date.

In Witness Whereof the parties hereto have hereunto set their hands this 17th day of December A.D. 1910

Witnesses:-----

L.M. Booth, party of the first part

O.A. Perry, party of the second part.

State of Washington

County of Skamania, ss Be it Remembered that on this 17th day of December 1910 personally appeared before me the undersigned, a duly qualified Notary Public and for said County and State, the within named Louis M. Booth and O.A. Perry who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

In Witness Whereof I have hereunto set my hand and notarial seal this day and year last above written.

Laura J. Wallace, Notary Public for Washington

(Notarial Seal)

residing at Cocks Washington

Filed for record by L.M. Booth on Feby 24th 1911 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

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Y

Thomas to Welch.

This agreement, made this 4th day of February, 1911, between Joe Thomas, of the town of Warm Springs, County of Crook and State of Oregon, known hereinafter as the party of the first part, and J.D. Welch of the city of Portland, County of Multnomah, State of Oregon, known hereinafter as the party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the covenants hereinafter contained on the part of the said party of the second part, does hereby covenant and agree with said party of the second part as follows:

The said party of the first part, promises and agrees that he will grant a right of way for a logging road to said party of the second part across the following described real estate, situated in the County of Skamania and State of Washington, to wit; on the