

ACKNOWLEDGEMENT PARTY OF THE SECOND PART.

STATE OF COLORADO }
COUNTY OF BENT } ss.

BE IT REMEMBERED, That on this 22nd day of Aug. 1911, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Clifton McVay who is known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

My Com. Ex. Nov.23/11.

Herman Frey

(NOTARIAL SEAL)

Notary Public in and for the State of Colo. residing at Los Animor in said state.

Filed for record by W.M. Kollock on Sept.11, 1911 at 1:15 P.M.

A. Fleischhauer,
County Auditor.

A.L.
E. Willard Oct 24 - 1911

150

Moore to Trustees of Patrons of Husbandry.

THIS AGREEMENT, Made this 28 day of May A.D.1894, by and between Caleb J. Moore Julia E. Moore his wife parties of the first part, and William A. Woodruff, E.A. Bailey Frank Marble Trustees of Patrons of Husbandry parties of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the rents and covenants hereinafter mentioned, and to be paid and performed by the said parties of the second part, has demised, leased and let, and by these presents doth demise, lease and let, unto the said parties of the second part, the following described premises, situated in the county of skamania and state of Washington, viz: Commencing at a point twenty (20) rod due East of south west corner of Section seventeen (17) Town (1) North Range (5) East W.M. Thence north ten (10) rods Thence due East six (6) rods Thence due south ten (10) rods Thence due west to point of commencement containing about three eighths 3/8 of one acre. And if necessary for a public highway I further lease to said parties a strip one (1) rod wide from said tract to Mt Pleasant and Columbia River Road following section line. To Have and to hold the above rented premises unto the said parties of the second part their heir and assigns, for and during the full term of Ninety nine years from and after the 28 day of May S.D.1894 or for as long as it is used for

a hall for the use of the Patrons of Husbandry And the said parties of the second part agree to and with the said parties of the first part, to pay as rent for the above mentioned premises, the sum of One Dollars for and during the full term of this lease; And it is further agreed by and between the parties as follows: that should the said parties of the second part fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case it shall be lawful for the said parties of the first part to re-enter and take possession of the above rented premises, and hold and enjoy the same, such re-entering working a forfeiture of the rents to be paid, and the covenants to be performed by the said parties of the second part for the full term of this lease.

And the said parties of the second part also covenant and agree to and with the said parties of the first part, not to assign this Lease or sub-let the above rented premises or any part thereof, without first obtaining the written consent of the said parties of the first part, and that they will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said parties of the first part their heirs or assigns, in as good condition and repair as when they took them, reasonable wear and tear and damage by the elements alone excepted.

And the said parties of the first part doth covenant that the said parties of the second part, on paying the rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

IN TESTIMONY WHEREOF Both parties have hereunto set their hands the day and year first above written.

Signed and delivered in presence of)
 Hattie J. Woodruff)
 Arthur J. Sinderson)

Caleb J. Moore
 Julia E. Moore
 William A. Woodruff
 Emerson A. Bailey

State of Washington,)
 county of Skamania.)

I, John P. Gillette Notary Public in and for the state of Wash. do hereby certify that on this 28th day of May A.D. 1894, personally appeared Caleb J. Moore and Julia E. Moore his wife to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their 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.

John P. Gillette

(NOTARIAL SEAL)

Notary Public in and for the State of Washington, Residing at Stevenson.

Filed for record by Frank Marble on Oct. 6, 1911 at 1:15 P.M.

A. Fleischhauer,

Co. Auditor.

1201