

Dated this 3rd day of November 1913.

Charles N. Iman

Witnesses:

H. Swisher

Raymond C. Sly

State of Washington }
County of Skamania. } ss

I, Raymond C. Sly a Notary Public in and for said state and county do hereby certify that on this 3 day of November 1913 personally appeared before me Charles N. Iman, a single man, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the use and purpose therein mentioned.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)
Commission expires Feb-2, 1917.

Raymond C. Sly

Notary Public in and for said state
residing at Stevenson in said County.

Filed for record by Caspar Gropper on Nov.3, 1913 at 4:30 P.M.

H. Swisher,
County Auditor.

SAMSON TO ELLIS

THIS INSTRUMENT, Made this 30th day of October 1913 between Sam samson and Flora Samson, parties of the first part, and Lester M. Ellis, party of the second part, witnesseth:

That the said parties of the first part in consideration of the rental and covenants herein provided and contained do hereby demise and lease unto the said party of the second part the following real estate in Skamania County, Washington, to-wit:

All that portion of land lying within the following bounds, beginning at a point 40 chains north and 12 chains west of the southeast corner of section 25, tp. 3N. R. 7 E. of W.M., thence west 13 chains, south 20 chains, east 5 chains, south 5 chains, east 8 chains, north 25 chains to the place of beginning lying south of a line drawn east and west across the same 300 feet north of the present house thereon. The portion leased hereby being that portion containing the orchard.

To Have and To Hold the same for the term of five years from the date hereof.

As rental for the said land the said party of the second part further covenants and agrees to care for the said orchard in a good and husbandman like manner, and to bring it to the best possible condition. The said party of the second part further agrees that the said parties of the first part shall and may have half the fruit from the old trees (Meaning thereby trees over ten years old) borne during the first two years of this lease. Thereafter during the term of this lease the said parties of the first part shall and may have one fourth of all the proceeds from the sale of all commercial fruit from the said orchard. It being understood and agreed that the said second party will keep strict account of all fruit sold, and that the books and accounts shall be open to the inspection of the said first parties at any and all times, and that no credit sales shall be made unless consented to by said first parties.

The said party of the second part agrees to remove all the trees west of the pres-

ent barn excepting the first row of trees west thereof and to use the said trees to replace dead trees in other parts of the said orchard. No other trees are to be removed without consent of said first parties.

The said party of the second part shall and may have all crops other than the fruit, and proceeds of the sale thereof, as above specified, that he may raise upon said land, and shall and may have the use of the meadow land on the north portion of the entire tract owned by said first parties, as long as the same shall remain the property of said first parties.

It is understood and agreed that the said land may at any time during the term of this lease be sold, and this lease thereby terminated; provided that the said second party shall have the preference right to purchase the said land upon as good terms as offered by any other person, and provided further that in case of sale, and termination of this lease thereby, the said parties of the first part shall pay to the said party of the second part 10% of the amount of the purchase price, if the same shall be under \$4500.00 and 20% of any sum in excess of \$4500.00 of purchase price, (10% of the first \$4500.00 and 20% of any amount over and above the first \$4500.00 thereof) as liquidated damages for the breach of said lease by such sale, of said orchard tract. It is further understood and agreed that the said meadow tract is not included in the terms of this lease and that no portion of the sale price of said land shall be paid to said second party.

And the said party of the second part agrees that he will perform all and singular the covenants herein contained, and will strictly account for all the proceeds of said orchard, and pay over to said parties of the first part their portion thereof at the at the end of each month, and that he will commit no waste upon said premises, and at the termination of this lease will quietly surrender the said premises.

This lease shall not be assignable without the written consent of the said parties of the first part.

At the end of the term herein provided the said party of the second part shall have the preference right to lease the said premises upon as good terms as may be offered by any other person, but said first parties may elect not to lease said property, and said second party shall have no other right than such preference right.

In Testimony Whereof the said parties have executed these presents in duplicate the day and year first above written.

Signed, sealed and delivered in the presence of

R.C.Sly

Sam Samson (LS)

Flora Samson (LS)
parties of the first part

Lester M. Ellis (LS)
party of the second part.

State of Washington } ss.
County of Skamania }

I, Raymond C. Sly, a Notary Public in and for said State and County do hereby certify that on this 30th day of October 1913, personally appeared before me Sam Samson and Flora Samson his wife, to me known to be the individuals described in and who executed the within and foregoing 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.

In Testimony whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Commission expires Feb. 7, 1917

Raymond C. Sly,

Notary Public in and for said State residing at Stevenson in said county.

Filed for record by Lester M. Ellis on Nov. 6, 1913 at 10:30 A.M. H. Swisher, Co. Auditor.

*OK paid 8/19/14
M.B. Stevenson*