

a Notary Public in and for the State of Oregon duly commissioned and sworn personally came Maxy Froeschle to me known to be the individual described in and who executed the within instrument and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the use and purposes mentioned.

Witness my hand and official seal the day and year in this certificate first written.

(NOTARIAL SEAL)

Fred W. German  
Notary Public for the State of Oregon.

Commission expires Aug. 19, 1915.

Filed for record by Fred W. German on May 8, 1915, at 11:30 A.M.

*Chas. H. Nelson*  
County Auditor.

BRESLIN TO CLELAND.

LEASE.

THIS LEASE, made and entered into this 5th day of June, A.D. 1915, by and between Rose E. Breslin, hereinafter referred to and designated as the Lessor and G.A. Cleland and V.W. Stroda co-partners, hereinafter referred to and designated as the Lessees;

WITNESSETH: That in consideration of the covenants and premises hereinafter contained on the part of said Lessees, to be kept and performed by them, and the payment of \$50. at the execution of this lease, (being one half the Broker's commission payable by the said Lessor to Dorr E. Keasey & Co. in connection with the procuring of this lease) the said Lessor does hereby lease, demise and let unto the said Lessees, the following described real property, to-wit:

The North one half of the North one half of Section 33, and the south one half of the southeast quarter of Section 28, Township 2 north, Range 5, East of the Willamette Meridian, in Skamania county, Washington, with all improvements thereon and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto the said Lessees for the term of Five years and six months from the first day of July, 1915, and until the first day of January, 1921 The said Lessees to pay rent therefor at the rate of \$150. per year, the sum to be paid, \$50. in money as above stated, which is to be deducted from the first years rent. Balance of entire rent, being \$775., in making of substantial improvements upon said leased premises.

The said Lessees covenants and agree as a part of said improvements to erect and construct a dwelling house at such site on said premises as may be mutually agreed upon by the said Lessor and the said Lessees or their representatives. Cost of said house not to exceed \$800. without the written consent of Lessor to greater value, and plans of said dwelling house to be mutually agreed upon by the parties to this lease. All of which

improvements are to be of a substantial character and done in a good and workmanlike manner, and shall be suitable for general and diversified farming, and general stock and agricultural purposes.

It is mutually agreed by and between the parties hereto that the said Lessees shall make not less than \$150. worth of improvements each year (\$50. cash payment to be deducted from first year) which is the agreed yearly rental for said leased premises, but it is agreed nevertheless that if the said Lessees shall find it expedient, and they desire to make improvements of greater value than \$150. in any one year, or to make all the improvements herein referred to at any time during the said term, that they shall have the privileges of so doing; and it is further agreed that the Lessees shall have the right and privilege of making improvements of the kind above referred to of value up to \$1500. and of any greater value above \$1500. that may be consented to by the Lessor in writing.

It is further agreed by the parties hereto that any land cleared, grubbed, or slashed by the Lessees, the value of which work is to apply on the rent, the price to be allowed for such labor shall be agreed upon and appraised in advance, and before said labor is performed, and said Lessees shall be required to obtain from the Lessor authority in writing for the doing of said work, with the price per acre being allowed for such work as clearing, grubbing, and slashing.

It is mutually agreed by and between said parties to this lease that the value of said improvements to be made upon said premises by the said Lessees as aforesaid shall be appraised and fixed by a board of appraisers consisting of one person selected by the Lessor and one person selected by the Lessees, and in case these two persons cannot agree, then that they shall select a third person to act as umpire, or referee, thus making a board of three members, and that the decisions of such board of appraisers shall be final and binding upon parties to this lease, and that in making such appraisements of said improvements, the labor of said Lessees and the receipted bills for money paid out in making such improvements shall be considered in estimating the value of said improvements, it being understood that the said improvements are to be appraised at their reasonable and true value. The value of said improvements up to \$775., together with the \$50. cash paid as hereinabove referred to, shall be and constitute a full rent for said premises during said term; and it is mutually agreed that the appraised value of any and all improvements made upon said leased premises by the Lessees during said term, in excess and over and above the said amount of \$775., limited as aforesaid, shall be paid by the said Lessor to the said Lessees on the first day of January, 1921.

It is understood that the said board of appraisers shall meet on or before the first day of July, 1916, and as near as is convenient on the same day of each and every year thereafter during the life of this lease, on the said leased premises, and then and there appraise the value of any and all improvements made upon said leased premises (not theretofore appraised) and intended to apply as payment for rent



and return a receipt to said Lessees for the improvements as determined by them, the said appraisers, receipt to be binding on the Lessor.

Lessees shall quit and abandon the above described leased premises before the first day of January, 1921, that in that event, they, the said Lessees will forfeit as damages and rental, all the improvements up to \$775. and any sum in excess of \$775. but not to exceed \$1500. ( or such further sum as consented to in writing by the Lessor) shall be repaid to the Lessees by the Lessor, but such sum does not become due and payable in any event until the first day of January, 1921; and the said Lessees further agree to keep the dwelling house and fencing which they may place upon said leased premises insured in favor of the Lessor, but in case of loss or damage to said dwellinghouse or fencing by fire, it is mutually agreed that the money obtained from or on account of such insurance shall be used and applied in repairing, restoring, and rebuilding such dwelling house or fencing so destroyed or damaged by fire as the case may be.

It is further agreed that the said Lessor shall have a first lien upon the repairs and improvements placed upon the said leased premises by the Lessees for the purpose of securing the rent according to the terms of this lease, and that the said Lessees, for the purpose of said security, hereby waive and renounce any and all exemptions, they might have or claim under the laws of the State of Washington.

Said Lessor covenants that she is the sole owner in fee free from encumbrances, of the said leased premises above described, and every part thereof, and she further agrees to keep insured during the life of this lease, the barn now upon said leased premises, and in case of loss by fire, the money received from or on account of such insurance shall be used in repairing, restoring and rebuilding the said barn, as the case may be; and she, the said Lessor further covenants and agrees with the said Lessees that they shall have the right and privilege to cut and use any of the timber standing upon the said leased premises for fire wood for their own use, or for making repairs or improvements on said premises.

It is mutually agreed in consideration of the making and executing of this lease that the said Lessees shall at any time during said term have, and they are hereby given and granted by the said Lessor, an option on, and the privilege of purchasing said leased premises at and for the price of \$35. per acre. \$2500. of such purchase price to be paid at the time of exercising their option of purchase, and upon receipt of a good and sufficient deed, conveying to them a good and marketable title to said land, free from encumbrances, and an additional \$2500. on or before the expiration of two years from the execution of said deed, and balance of said purchase price on or before the expiration of five years; from the date of exercising said option. Deferred payments to be evidenced by promissory notes with interest at the rate of 7% per annum, secured by a first mortgage on the said leased premises, provided however, that the right of purchase under this option shall be exercised during the life of this lease; otherwise this option to be null and void. But in case the Lessees shall exercise said option during the life of this lease

and make or tender the first payment of said purchase price, the Lessor covenants and agrees to duly make, execute and acknowledge to the Lessees a good and sufficient deed to all of said leased premises, free from incumbrances.

It is mutually agreed by and between the parties to this lease that in case said Lessees shall purchase said leased premises under said option, that this lease shall terminate upon the making and delivering of said deed, and in that event Lessees, agree that the \$150. for each year up to the time of making said purchase under said option shall be added to purchase price of land, and paid to the Lessor.

FINALLY: It is mutually agreed by the parties to this lease that all the covenants and agreements in this lease contained shall be binding alike upon the heirs, executors administrators, and assigns of both Lessor and Lessees.

IN WITNESS WHERETO said Lessor and said Lessees have hereunto set their hands and seals on the day and year hereinabove first written, to this lease, executed in triplicate.

WITNESSES:

L.J. Breslin.

V.K. Strode.

Rose E. Breslin (Seal)

Geo. A. Cleland. (Seal)

V.W. Strode. (Seal)

STATE OF OREGON, }  
COUNTY OF MULTNOMAH, } ss

THIS CERTIFIES that on this 5th day of June, A.D. 1915, before me the undersigned, a Notary Public, in and for said county and State, personally appeared the within named Rose E. Breslin, a widow, and G.A. Cleland and V.W. Strode, both unmarried, known to me to be the identical persons described in, and who executed the within instrument, and acknowledged to me that they executed the same freely and for the uses and purposes therein named.

IN WITNESS WHEREOF I have hereunto affixed my hand and Notarial seal the day and year last above written.

(NOTARIAL SEAL)

V.K. Strode.

My commission expires Aug. 16, 1916.

Notary Public in and for Oregon.

Filed for record by L.J. Breslin on June 23, 1915, at 9 A.M.

*Chas. H. Nellor*  
County Auditor.