

will do the development work agreed upon between the parties hereto on the coal mining claims in the vicinity of Willard, Washington, heretofore located, and hereafter to be located for the joint interest of the parties hereto and to stand two fifths of the expense thereof. It being the understanding that all claims staked during the existence of this agreement shall be located for the joint interest of the parties hereto. First parties to receive \$3.00 per day each for said work of which wages first parties shall stand two fifths and the said parties of the second part, in consideration of the covenants and agreements of the said first parties hereto, covenant and agree to and with said first parties that they the second parties hereto will furnish three fifths of the expenses of the development work aforesaid, including three fifths of wages.

It is further understood that parties of the first part shall have the output of the development work on said claims until mines become producers of at least one ton of coal per day per man at work therein.

It is further understood and agreed that if any of the parties hereto shall fail to perform his part of this agreement he shall forfeit his interest herein to the other parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered
in presence of

J.M. Boyd.

J.W. Shipley.

H.T. Wiley. (Seal)
A.L. Cunniff. (Seal)
S.M. Eddings. (Seal)
W.S. Young. (Seal)
Geo. E. O'Brien. (Seal)

Filed for record by S.M. Eddings on Dec. 20, 1916, at 4-20 P.M.

Charles H. Nelson
County Auditor.

HAYNES TO HOOD LAND COMPANY.

THIS AGREEMENT, Made this 8 day of January, 1917, by and between ANNA B. HAYNES AND ALMA J. HAYNES, her husband, of Underwood, Washington, hereinafter called the "Lessor" and HOOD LAND COMPANY, an Oregon corporation, hereinafter called the "Lessee," WITNESSETH:

That the Lessors in consideration of the covenants of the Lessee hereinafter mentioned do hereby lease unto the Lessee, its successors and assigns, from the first day of January, 1917, until the 31st day of December, 1926 the following described real property situated at Hood station on the line of the Spokane, Portland and Seattle Railway Company in Skamania County, Washington: BEGINNING at the quarter section corner between sections twenty one (21) and twenty eight (28), in township three (3) north of range ten (10) east of the Willamette Meridian; thence north 359.6 feet

thence south 71° 30' West 210 feet; thence south 100 feet;; thence south 71° 30' West 357 feet; thence south 79.7 feet; thence east to the place of beginning, excepting, however, the right of way of the Spokane, Portland and Seattle Railway Company, and subject to the county road located across said premises.

It^{is} also understood and agreed that the Lessee shall have the right to cross the premises known as the Debo Ranch adjacent to the above described land, doing no unnecessary damage to said property or to any of the trees on the said ranch. The Lessee shall also have the right to convey water by flume or pipe across said Debo Ranch. The Lessee agrees to pay as rental for the said land the sum of twenty five dollars (\$25.00) per year, said sum to be payable in advance on or before the 10th day of January of each year.

The Lessors reserve the right to go upon the above described premises and to use the same for receiving and loading their farm products and supplies.

All buildings and structures erected by the Lessors upon said premises shall be delivered over to the Lessors at the expiration of this lease and shall become and be the property of the Lessors, but the Lessee shall have the right to remove any machinery, equipment or fixtures which it may install or place upon said premises during the life of this lease.

EXECUTED as of the day and year first above written.

Anna E. Haynes. (Seal)

Alma J. Haynes. (Seal)

(CORPORATE SEAL OF HOOD LAND COMPANY).

LESSORS.

HOOD LAND COMPANY,

LESSEE.

By Andrew R. Porter. President.

Attest: A. G. Osland, Secretary.

STATE OF WASHINGTON, }
County of Skamania. } ss.

I, H. V. Rominger, a Justice of the Peace, in and for said county and state, do hereby certify that on this 8th day of January, 1917, personally appeared before me ANNA B. HAYNES AND ALMA J. HAYNES, her husband, to me known to be the individuals 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.

GIVEN under my hand this 8th day of January, A.D., 1917.

H. V. Rominger, Justice of the Peace for Washington, residing at Underwood, Wn. Office expires Dec. 31, 1918.

STATE OF OREGON, }
County of Multnomah. } ss.

On this 4th day of January, A.D., 1917, before me personally appeared ANDREW R. PORTER, to me known to be the president of HOOD LAND COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument

and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Matt Clark.
Notary Public for Oregon.
My commission expires Oct. 7, 1919.

Filed for record by Hood Land Company on Jan. 13, 1917, at 16:30 A.M.

Chas. H. Nelson
County Auditor.

S. BIRKENWALD CO. TO SMITH.

IT IS HEREBY MUTUALLY AGREED by and between S. Birkenwald Co., of Portland, Oregon, parties of the first part, and W. J. Smith and party of the second part, as follows. That the parties of the first part hereby bail to the party of the second part for his use according to the terms hereinafter stated for the period of five months the following articles to-wit:

1-8x6x10 Daisy Dry Air Cooler.

And that the party of the second part shall have the possession of and the right to use the aforesaid articles for the aforesaid period, subject to the terms and conditions of this agreement hereinafter set forth, ~~(and shall pay for the use of said articles for the aforesaid period, subject to the terms and conditions of this agreement hereinafter set forth)~~ and shall pay for the use of said articles the sum of one hundred fifty & 00/100 Dollars, in the manner following \$30.00 in 30 days \$30.00 in 60 days, \$30.00 in 90 days \$30.00 in 4 months \$30.00 in 5 months according to the terms of (5) five notes, bearing even date herewith.

IT IS FURTHER AGREED that the title of the above described articles is not to be transferred to the party of the second part but is to remain in the parties of the first part during the period of this bailment; that the aforesaid articles shall be kept by the party of the second part at Stevenson, Wash. and are not to be removed therefrom without the written consent of the parties of the first part; that the party of the second part shall keep the property aforesaid insured in insurance companies to be selected by the parties of the first part, in a sum not less than one hundred fifty & 00/100 Dollars, in the name of the parties of the first part, and to deliver the poli. or policies of insurance to them; that the party of the second part shall not attach the said articles to the real estate of the premises on which said articles are placed or kept; that if the party of the second part shall fail to make any of the aforesaid payments promptly on the day due, or shall violate any of the terms of this agreement, the parties of the first part shall have the right at their option, without notice, to terminate this bailment and to enter on the premises of the party of the