

LESSEE, ED CANOOSE, EXCEPT AND SAVE BY THE EXPRESSED WILL AND CONSENT OF THE SAID ALEX McKEIGHAN, PARTY OF THE FIRST PART, GIVEN UNDER AND BY HIS SEAL IN WRITING.

THIS LEASE CONTRACT BEGINS MARCH 1- NOON 1923 AND EXPIRES MARCH 1-NOON 1926 BEING FOR THE TERM OF THREE YEARS AND AT THE END AND EXPIRATION OF THIS 3 YEARS LEASE SAID ... CANOOSE, LESSEE, HEREBY AGREES TO DELIVER THESE SAID PREMISES AND BUILDING HEREBY LET AND LEASED TO THE SAID ALEX McKEIGHAN PARTY OF THE FIRST PART IN AS GOOD CONDITION AS WHEN RECEIVED NATURAL WEAR AND TEAR EXCEPTED.

IT IS FURTHER AGREED BY AND BETWEEN SAID McKEIGHAN AND CANOOSE THAT ANY FAILURE TO PAY ANY INSTALLMENT FOR RENTS DUE, SAID ALEX McKEIGHAN, PARTY OF FIRST PART MAY AT HIS OPTION DECLARE THIS CONTRACT NULL AND VOID AND HAVE HIS BUILDING RETURNED TO HIM AT HIS OPTION.

IN THE PRESENCE OF  
GEO. E. O'BRYON

EDDY P. MICHELL

ALEX McKEIGHAN (SEAL)

ED. CANOOSE (SEAL)

SUBSCRIBED AND SWORN TO BEFORE ME, A DEPUTY AUDITOR OF SKAMANIA COUNTY, WASH., THIS 29TH DAY OF JANUARY, 1923.

(COUNTY AUDITOR)  
(SEAL)

EDDY P. MICHELL  
DEPUTY AUDITOR OF SKAMANIA COUNTY,  
WASHINGTON, RESIDING AT STEVENSON THEREIN.

FILED FOR RECORD JANUARY 29, 1923, AT 2-40 P.M. BY ED. CANOOSE.

*Wm. G. Michell*  
COUNTY AUDITOR

By *Eddy P. Michell*  
DEPUTY.

C. T. SMITH TO A. L. DOUGLASS

THIS AGREEMENT, MADE AND ENTERED INTO THIS 16TH DAY OF APRIL 1923, BY AND BETWEEN C. T. SMITH, VENDOR, PARTY OF THE FIRST PART AND A. L. DOUGLASS, VENDEE, PARTY OF THE SECOND PART, WITNESSETH;

THAT FOR AND IN CONSIDERATION OF THE PAYMENTS TO BE MADE AS HEREINAFTER PROVIDED, THE SAID VENDOR PROMISES AND AGREES TO SELL AND DELIVER TO THE SAID VENDEE, AND THE SAID VENDEE PROMISES AND AGREES TO PURCHASE FROM THE SAID VENDOR, THE FOLLOWING DESCRIBED PERSONAL PROPERTY, TO-WIT:

THE SAW MILL OF THE SAID VENDOR LOCATED ABOUT  $2\frac{1}{2}$  MILES EAST OF STEVENSON, WASHINGTON, UPON NORTH BANK HIGHWAY, CONSISTING OF BOILER ENGINE, SAW ARBORS, ALL SHAFTING, PULLEY, EDGERS, BLOCKS, CARRIAGE, CUTOFF, BELTING, PLAINER, CONVEYOR CHAIN, WATER TANK, THREE 48" INSERTED TOOTH SAWS, ONE SET OF MILL ROLLS, STEAM PUMP, AND ALL OTHER TOOLS, EQUIPMENT AND FIXTURES USED IN CONNECTION WITH THE SAID SAW MILL BELONGING TO THE SAID VENDOR, AN INVENTORY OF WHICH PERSONAL PROPERTY MORE PARTICULARLY DESCRIBING THE SAME IS HERETO ATTACHED AND MARKED EXHIBIT "A" AND MADE A PART HEREOF.

THE SAID PERSONAL PROPERTY TO BE DELIVERED TO THE SAID VENDEE AND REMOVED TO COOK, WASHINGTON, BUT TO REMAIN THE PROPERTY OF THE VENDOR UNTIL THE PURCHASE

PRICE THEREFOR IS FULLY PAID.

AND THE SAID VENDEE PROMISES AND AGREES TO PAY THE VENDOR THEREFOR THE SUM OF FIFTEEN HUNDRED DOLLARS (\$1500.00) AS FOLLOWS: \$750.00 ON OR BEFORE NOVEMBER 1ST 1923, AND \$750.00 ON OR BEFORE NOVEMBER 1ST 1924, WITH INTEREST AFTER MATURITY AT 8% PER ANNUM; PROVIDED, AND IT IS HEREBY AGREED THAT THE FULL PURCHASE PRICE SHALL BE PAID IN SLAB-WOOD AND LUMBER DELIVERED ON THE BEACH AT COOK, WASHINGTON, AS HEREIN PROVIDED.

THE SAID VENDEE PROMISES AND AGREES THAT ALL THE SLAB-WOOD CUT BY HIM AT HIS MILL LOCATED AT COOK SHALL BE DELIVERED TO THE VENDOR AT THE BEACH AT COOK AT THE PRICE OF \$3.00 (THREE DOLLARS) PER CORD TO BE CREDITED UPON THE PURCHASE PRICE HEREIN, DELIVERIES TO BE MADE ONLY BETWEEN THE FIRST DAY OF JULY AND THE FIRST DAY OF JANUARY OF EACH YEAR DURING THE CONTINUANCE OF THIS CONTRACT AND THE SAID VENDEE FURTHER PROMISES AND AGREES THAT HE WILL DELIVER AT THE SAID BEACH LUMBER FROM HIS SAID MILL AT THE MARKET PRICE F.O.B. COOK;

PROVIDED, THE SAID VENDOR WILL PLACE THE ORDERS FOR SAID LUMBER AT LEAST 10 DAYS PRIOR TO THE DATE OF DELIVERY THEREOF AND PROVIDED FURTHER THAT THE AMOUNT OF SUCH LUMBER SO ORDERED AND DELIVERED, SHALL NOT EXCEED IN THE AGGREGATE MORE THAN \$100.00 IN VALUE FOR EACH MONTH DURING THE CONTINUANCE OF THIS ORDER, EXCEPTING HOWEVER, APPROXIMATELY 15,000 FEET FOR THE CONSTRUCTION OF A SCOW OF THE SAID VENDOR, WHICH MAY BE ORDERED AT ANY TIME THE MILL OF THE SAID VENDEE IS IN OPERATION AFTER JULY 1ST, 1923, IT BEING UNDERSTOOD AND AGREED, HOWEVER, THAT ANY ORDER FOR LUMBER IN EXCESS OF \$100.00 VALUE PER MONTH, WILL BE DELIVERED, IF POSSIBLE, BY THE SAID VENDEE TO THE SAID VENDOR, BUT THAT PAYMENT SHALL BE MADE THEREFOR IN CASH. EXCEPT AS TO SAID SCOW LUMBER, WHICH SHALL BE CREDITED HEREON)

AND THE SAID VENDEE FURTHER PROMISES AND AGREES THAT HE WILL PAY ALL TAXES LAWFULLY ASSESSED AGAINST SAID PROPERTY HEREINAFTER THAT HE WILL NOT REMOVE THE SAME FROM SKAMANIA COUNTY, WASHINGTON, NOR SUFFER ANY LIEN OR OTHER INCUMBRANCE UPON SAID PROPERTY UNTIL THE SAID IS FULLY PAID FOR AND THAT IN CASE OF ANY DEFAULT IN THE PAYMENT AS HEREIN PROVIDED, OR IN THE COVENANTS HEREIN CONTAINED, THE SAID VENDOR MAY IMMEDIATELY TAKE POSSESSION OF THE SAID PROPERTY WITHOUT ANY PROCESS OF LAW BEING REQUIRED AND IN SUCH EVENT, ALL PAYMENTS MADE HEREUNDER SHALL BE FORFEITED TO AND BECOME THE PROPERTY OF THE SAID VENDOR AS LIQUIDATED DAMAGES, PROVIDED, THAT SUCH REMEDY SHALL NOT BE EXCLUSIVE AND SHALL NOT BAR THE SAID VENDOR FROM PROSECUTING ANY OTHER ACTION FOR THE RECOVERY OF ANY DAMAGES WHICH MAY SUSTAIN BY REASON OF THE FAILURE OF THE SAID VENDEE TO PERFORM THE COVENANTS HEREIN CONTAINED.

IN TESTIMONY WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

C. T. SMITH

A. L. DOUGLASS

FILED FOR RECORD APRIL 19, 1923, AT 3-15 P.M. BY C. T. SMITH

By *H. A. Mitchell*  
COUNTY AUDITOR  
By *Robert P. Mitchell*  
DEPUTY.