

J. F. RIDENOUR ET AL TO GREENLEAF LUMBER COMPANY

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INDENTURE OF LEASE, MADE AND ENTERED INTO THIS THE 11TH DAY OF DECEMBER, 1917, BY AND BETWEEN J. F. RIDENOUR AND ADA S. RIDENOUR, HUSBAND AND WIFE, OF YAMHILL COUNTY, OREGON, HEREINAFTER CALLED THE LESSORS, AND WILLIAM H. PUTNAM, RECEIVER FOR THE J. K. LUMBER COMPANY, BY APPOINTMENT OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DIVISION OF THE WESTERN DISTRICT OF WASHINGTON, HEREINAFTER CALLED THE LESSEE;

WITNESSETH

WHEREAS, THE LESSORS ARE THE OWNERS OF AND IN POSSESSION OF THE SNOOKS DONATION LAND CLAIM, SITUATED IN SECTION TWENTY-FIVE (25), TOWNSHIP TWO (2) NORTH, RANGE SIX (6) EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, AND THAT CERTAIN LOGGING RAILROAD, DUMP, UNLOADING FACILITIES FOR LOGS AND THE BOOMING GROUNDS UPON THE LAND AND IN THE WATER AT THE TERMINAL OF SAID LOGGING RAILROAD AND ADJACENT THERETO, ALL AS CONSTRUCTED, PLACED AND BUILT UPON SAID DONATION LAND CLAIM:

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED ON THE PART OF THE LESSEE TO BE KEPT AND PERFORMED, THE SAID LESSORS DO HEREBY LEASE, DEMISE AND LET UNTO THE LESSEE:

FIRST: SAID LOGGING RAILROAD, DUMP AND UNLOADING FACILITIES AND A RIGHT-OF-WAY FOR SAID LOGGING RAILROAD, AS CONSTRUCTED, AND SAID DUMP AND UNLOADING FACILITIES, AS PLACED AND BUILT, TOGETHER WITH A CONVENIENT SPACE ON EACH SIDE OF SAID LOGGING RAILROAD AND ABOUT THE SAID DUMP AND UNLOADING FACILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO OVER AND ACROSS THE ADJACENT LANDS, WITH THE RIGHT TO MAINTAIN, KEEP IN REPAIR AND OPERATE THE SAME; AND

SECOND: ALSO AND IN ADDITION THERETO THE BOOMING GROUNDS UPON THE LAND AND IN THE WATER AT THE TERMINAL OF THE SAID LOGGING RAILROAD AND ADJACENT THERETO AND IN CONNECTION WITH AND ADJACENT TO SAID DUMP AND UNLOADING FACILITIES, TOGETHER WITH SUFFICIENT LAND IN CONNECTION THEREWITH TO PERMIT THE PROPER BOOMING AND RAFTING OF LOGS THAT MAY BE DELIVERED INTO SAID BOOMING GROUNDS OVER SAID LOGGING RAILROAD, AND THE RIGHT OF INGRESS AND EGRESS THERETO OVER THE ADJACENT LAND, WITH THE RIGHT TO MAINTAIN, OPERATE AND KEEP IN REPAIR THE SAME; AND

THIRD: THE RIGHT TO ADD TO SAID LOGGING RAILROAD, DUMP, UNLOADING FACILITIES, BOOMING AND RAFTING FACILITIES, SUCH FURTHER AND ADDITIONAL SPUR TRACKS, WHARVES, DUMPING AND UNLOADING FACILITIES, BOOMING AND RAFTING MACHINERY AND APPLIANCES, AND OTHER STRUCTURES AS MAY BE NECESSARY, PERTINENT AND CONVENIENT FOR THE CONVENIENT AND ECONOMICAL USE OF THE SAME, OR ANY THEREOF, AND TO REMOVE THE SAME WITHOUT INJURY TO THE RAILROAD, ETC., NOW ON SAID PREMISES; AND THE LESSORS DO FURTHER HEREBY LEASE, DEMISE AND LET UNTO THE SAID LESSEE THE DWELLING HOUSE LOCATED ON SAID DONATION LAND CLAIM, WITH SUFFICIENT LAND FOR THE CONVENIENT USE THEREOF, TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS THERETO.

TO HAVE AND TO HOLD THE SAME TO THE SAID LESSEE FOR THE TERM BEGINNING WHEN LOGGING SHALL COMMENCE IN THE LOGGING SEASON OF 1918, AND EXPIRING AT THE EXPIRATION OF EIGHT (8) YEARS THEREAFTER, THE SAID LESSEE PAYING THEREFOR THE SUM OF ONE THOUSAND

DOLLARS (\$1,000) IN CASH, WHEN LOGGING OPERATIONS SHALL BE RESUMED OVER SAID LOGGING RAILROAD, AND IN ANY EVENT NOT LATER THAN APRIL 1, 1918, AND A MONTHLY ADVANCE RENTAL OF EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$83.33) PER MONTH, BEGINNING WITH THE FIRST FULL CALENDAR MONTH AFTER THE PAYMENT OF THE SAID SUM OF ONE THOUSAND DOLLARS (\$1,000), AND THEREAFTER SAID MONTHLY PAYMENTS TO BE MADE ON THE FIRST DAY OF EACH MONTH DURING SAID TERM AT NEWBERG, OREGON, AND THE SAID LESSEE ACTING PURSUANT TO AN ORDER OF THE ABOVE ENTITLED COURT THERETO ESPECIALLY AUTHORIZING HIM, DOES HEREBY ENTER INTO THIS LEASE AND COVENANT TO AND WITH SAID LESSORS, THEIR HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS, TO MAKE THE SAID PAYMENT OF ONE THOUSAND DOLLARS (\$1,000) WHEN LOGGING SHALL BE RESUMED OVER SAID LOGGING RAILROAD, AND IN ANY EVENT NOT LATER THAN APRIL 1, 1918, AND BEGINNING WITH THE FIRST FULL CALENDAR MONTH NEXT THEREAFTER TO PAY THE SAID RENT OF EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$83. 33) IN ADVANCE MONTHLY PAYMENTS AT NEWBERG, OREGON, AS HEREINBEFORE SPECIFIED; THAT HE WILL MAKE NO UNLAWFUL, IMPROPER OR OFFENSIVE USE OF THE SAID PREMISES, BUT AT THE EXPIRATION OF THE SAID TERM, OR UPON ANY SOONER TERMINATION OF THIS LEASE, HE WILL QUIT AND DELIVER UP THE SAID PREMISES AND SAID LOGGING RAILROAD, DUMP AND UNLOADING FACILITIES TO THE SAID LESSORS, OR THOSE HAVING THEIR ESTATE THEREIN, PEACEABLY, QUIETLY AND IN AS GOOD ORDER AND CONDITION (REASONABLE USE AND WEAR THEREOF, FIRE AND OTHER UNAVOIDABLE CASUALTIES EXCEPTED) AS THE SAME NOW ARE OR MAY BE PUT IN BY THE LESSORS OR THOSE HAVING THEIR ESTATE IN THE PREMISES; THAT HE WILL NOT SUFFER NOR COMMIT ANY WASTE THEREOF; AND ALSO THAT IT SHALL BE LAWFUL FOR THE SAID LESSORS, AND THOSE HAVING THEIR ESTATE IN THE PREMISES, TO ENTER INTO AND UPON THE SAME TO EXAMINE THE CONDITION THEREOF.

THE LESSORS AGREE THAT IF THE LESSEE, HIS SUCCESSORS AND ASSIGNS, SHALL REMAIN ON SAID PROPERTY FOR THE PERIOD OF EIGHTY-FOUR (84) MONTHS, DATING FROM AND AFTER THE PAYMENT OF THE SAID SUM OF ONE THOUSAND DOLLARS (\$1,000), AND SHALL KEEP THE COVENANTS OF THIS LEASE RESTING UPON HIM, HE SHALL HAVE THE USE OF THE SAID PROPERTY FOR A PERIOD OF TWELVE (12) MONTHS NEXT THEREAFTER, WITHOUT ANY PAYMENT THEREFOR.

THE LESSEE AGREES THAT HE WILL AT ANY TIME SURRENDER THE USE AND OCCUPATION OF THE SAID DWELLING HOUSE WHENEVER THE LESSORS MAY DESIRE TO OCCUPY THE SAME, OR SHALL SELL THE LAND UPON WHICH THE SAID DWELLING HOUSE IS LOCATED.

THE LESSEE HAS THE RIGHT AT ANY TIME, WHETHER HE SHALL HAVE COMPLETED THE LOGGING UPON THE TIMBER LANDS BELONGING TO THE J. K. LUMBER COMPANY, WHICH REQUIRE AN OUTLET BY THE SAID LOGGING RAILROAD, OR NOT, TO TERMINATE THIS LEASE AND TO GIVE UP POSSESSION OF THE SAID DEMISED PREMISES AND PROPERTY, AND THEREUPON THIS INDENTURE SHALL BE AT AN END, PROVIDED, HOWEVER, THAT HE MAY HAVE THE RIGHT TO REMOVE FROM SAID LAND ALL PERSONAL PROPERTY, (RAILS, TIES, FROGS, SWITCHES, AND OTHER COMPONENT PARTS OF THE SAID LOGGING RAILROAD, DUMP, UNLOADING, BOOMING AND RAFTING FACILITIES, PLACED ON SAID PREMISES SUBSEQUENT TO THE DATE OF THIS LEASE), WHICH, HOWEVER, MUST BE DONE WITHIN A REASONABLE TIME AFTER THE EXPIRATION OF THIS LEASE, EITHER BY EXPIRATION OF THE TERM HEREINBEFORE EXPRESSED, OR A SOONER DETERMINATION BY THE VOLUNTARY ACT OF THE LESSEE, OR BY THE ACT OF THE LESSORS FOR

VIOLATION OF COVENANTS ON THE PART OF THE LESSEE HEREIN REQUIRED TO BE PERFORMED.

THE LESSEE AGREES TO PAY ALL TAXES OR OTHER GOVERNMENTAL CHARGES THAT MAY BE LEVIED UPON THE SAID LOGGING RAILROAD, DUMPING, UNLOADING, RAFTING, BOOMING OR OTHER FACILITIES, OR PERSONAL PROPERTY CONNECTED THEREWITH, DURING THE LIFE OF THIS LEASE.

PROVIDED, ALWAYS, AND THESE PRESENTS ARE UPON THIS CONDITION, THAT IF THE SAID MONTHLY RENT SHALL BE IN ARREARS FOR THE SPACE OF THIRTY (30) DAYS, OR IF THE SAID LESSEE, HIS SUCCESSORS AND ASSIGNS, SHALL NEGLECT OR FAIL TO DO, PERFORM AND OBSERVE ANY OR EITHER OF THE COVENANTS AND CONDITIONS HEREIN CONTAINED, WHICH ON HIS PART ARE TO BE PERFORMED, THEN AND IN EITHER OF SAID CASES, SAID LESSORS, OR THOSE HAVING THEIR ESTATE IN THE PREMISES, LAWFULLY MAY, IMMEDIATELY OR AT ANY TIME THEREAFTER, AND WHILE SUCH NEGLECT OR DEFAULT CONTINUES, AND WITHOUT FURTHER NOTICE OR DEMAND, ENTER INTO AND UPON SAID PREMISES, OR ANY PART THEREOF, IN THE NAME OF THE WHOLE AND RE-POSSESS THE SAME AS OF THEIR FORMER ESTATE, AND EXPELL SAID LESSEE, AND THOSE CLAIMING UNDER HIM, AND REMOVE HIS EFFECTS, FORCIBLY, IF NECESSARY, WITHOUT BEING TAKEN OR DEEMED GUILTY IN ANY MANNER OF TRESPASS, AND WITHOUT PREJUDICE TO ANY REMEDIES WHICH MIGHT OTHERWISE BE USED FOR ARREARS OF RENT OR PRECEDING BREACH OF COVENANT.

THIS INDENTURE SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS OF THE LESSORS AND TO THE SUCCESSORS AND ASSIGNS OF THE LESSEE.

IN WITNESS WHEREOF, THE LESSORS HAVE HEREUNTO SET THEIR HANDS AND SEALS, AND THE LESSEE HAD HEREUNTO SET HIS OFFICIAL SIGNATURE, ALL IN DUPLICATE, THE DAY AND YEAR FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:

C. R. CHAPIN

T. R. MORRIS

WITNESSES AS TO LESSORS.

R. W. PUTNAM

L. C. MEYER

WITNESSES AS TO LESSEE,

J. F. RIDENOUR (SEAL)

ADA S. RIDENOUR (SEAL)

WILLIAM H. PUTNAM
RECEIVER OF THE J. K. LUMBER COMPANY.

STATE OF OREGON,

COUNTY OF YAMHILL,

} ss.

BE IT REMEMBERED THAT ON THIS 11TH DAY OF DECEMBER, 1917, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED J. F. RIDENOUR AND ADA S. RIDENOUR, HUSBAND AND WIFE, WHO ARE KNOWN TO ME TO BE THE IDENTICAL INDIVIDUALS NAMED AND DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY OFFICIAL SIGNATURE AND SEAL, THIS THE DAY AND YEAR FIRST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

C. R. CHAPIN
NOTARY PUBLIC IN AND FOR OREGON.
MY COMMISSION EXPIRES DEC. 8, 1919.

KNOW ALL MEN BY THESE PRESENTS; THAT I, WILLIAM H. PUTNAM, RECEIVER FOR THE J. K. LUMBER COMPANY, BY APPOINTMENT OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DIVISION OF THE WESTERN DISTRICT OF WASHINGTON, IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1) AND OTHER VALUABLE CONSIDERATIONS BY ME RECEIVED FROM E. C. AMANN, TRUSTEE, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO HEREBY SELL, ASSIGN, TRANSFER AND SET OVER UNTO SAID E. C. AMANN, TRUSTEE, HIS SUCCESSORS AND ASSIGNS, ALL OF MY RIGHT, TITLE AND INTEREST IN AND TO THE WITHIN AND FOREGOING ATTACHED INDENTURE OF LEASE FROM J. F. RIDENOUR AND ADA S. RIDENOUR, HUSBAND AND WIFE, TO WILLIAM H. PUTNAM, RECEIVER, AS AFORESAID, OF DATE DECEMBER 11, 1917.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY OFFICIAL SIGNATURE AND SEAL, THIS 15TH DAY OF APRIL, 1920.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

A. F. HERNLEM

V. L. JOHNSON
AS WITNESSES.

STATE OF MINNESOTA, }
COUNTY OF GOODHUE. } ss.

WILLIAM H. PUTNAM (SEAL)
RECEIVER FOR THE J. K. LUMBER COMPANY, BY
APPOINTMENT OF THE UNITED STATES DISTRICT
COURT FOR THE SOUTHERN DIVISION OF THE WEST-
ERN DISTRICT OF WASHINGTON.

BE IT REMEMBERED, THAT ON THIS 15TH DAY OF APRIL, 1920, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED THE WITHIN NAMED WILLIAM H. PUTNAM, RECEIVER FOR THE J. K. LUMBER COMPANY, BY APPOINTMENT OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DIVISION OF THE WESTERN DISTRICT OF WASHINGTON, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL INDIVIDUAL NAMED AND DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY OFFICIAL SIGNATURE AND SEAL, THE DAY AND YEAR FIRST IN THIS CERTIFICATE ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

A. F. HERNLEM
NOTARY PUBLIC IN AND FOR MINNESOTA.
MY COMMISSION EXPIRES
A. F. HERNLEM NOTARY PUBLIC, GOODHUE CO. MINN
MY COMMISSION EXPIRES SEPT. 24, 1924.

KNOW ALL MEN BY THESE PRESENTS: THAT I, E. C. AMANN, TRUSTEE, IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1) AND OTHER VALUABLE CONSIDERATIONS BY ME RECEIVED FROM GREENLEAF LUMBER COMPANY, A WASHINGTON CORPORATION, RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO HEREBY SELL, ASSIGN, TRANSFER AND SET OVER UNTO SAID GREENLEAF LUMBER COMPANY, ITS SUCCESSORS AND ASSIGNS, ALL OF MY RIGHT, TITLE AND INTEREST IN AND TO THE WITHIN AND FOREGOING ATTACHED INDENTURE OF LEASE FROM J. F. RIDENOUR AND ADA S. RIDENOUR, HUSBAND AND WIFE, TO WILLIAM H. PUTNAM, RECEIVER FOR THE J. K. LUMBER COMPANY, BY APPOINTMENT OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DIVISION OF THE WESTERN DISTRICT OF WASHINGTON, OF DATE DECEMBER 11, 1917, AND BY THE SAID WILLIAM H. PUTNAM, RECEIVER AS AFORESAID, ASSIGNED TO ME UNDER DATE OF APRIL 15, 1920.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL, THIS 31ST DAY OF MAY, 1923.

SIGNED, SEALED AND DELIVERED IN THE
PRESENCE OF US AS WITNESSES:

J. A. CORNELIUS

E. C. AMANN (SEAL)
TRUSTEE.

ZULUS E. COPPER

STATE OF WISCONSIN, }
COUNTY OF CRAWFORD. } ss.

BE IT REMEMBERED, THAT ON THIS 31ST DAY OF MAY, 1923, BEFORE ME, THE UNDER-SIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, AND STATE, APPEARED THE WITHIN NAMED E. C. AMANN, TRUSTEE, WHO IS KNOWN TO ME TO BE THE IDENTICAL INDIVIDUAL NAMED AND DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY OFFICIAL SIGNATURE AND SEAL,
THE DAY AND YEAR FIRST IN THIS CERTIFICATE ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

JOHN A. CORNELIUS
NOTARY PUBLIC IN AND FOR WISCONSIN.
MY COMMISSION EXPIRES: JULY 21, 1924.

FILED FOR RECORD AUGUST 22, 1923, AT 8 A.M. BY PLATT & PLATT, MONTGOMERY & FALES

Wm. A. Mitchell
COUNTY AUDITOR
BY *Reddy* *Mitchell*
DEPUTY

J. F. RIDENOUR ET AL TO GREENLEAF LUMBER COMPANY

THIS AGREEMENT, MADE AND ENTERED INTO THIS 20TH DAY OF MARCH, 1918, BY AND BETWEEN J. F. RIDENOUR AND ADA S. RIDENOUR, HUSBAND AND WIFE, OF YAMHILL COUNTY, OREGON, HEREINAFTER CALLED THE PARTIES OF THE FIRST PART, AND WILLIAM H. PUTNAM, RECEIVER FOR THE J. K. LUMBER COMPANY, BY APPOINTMENT OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DIVISION OF THE WESTERN DISTRICT OF WASHINGTON, HEREINAFTER CALLED THE PARTY OF THE SECOND PART;

WITNESSETH:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO THAT THE LOGGING RAILROAD, DUMP AND UNLOADING FACILITIES FOR LOGS, BELONGING TO THE PARTIES OF THE FIRST PART, SITUATED ON SNOOK'S DONATION LAND CLAIM, IN SECTION TWENTY-FIVE (25), TOWNSHIP TWO (2) NORTH, RANGE SIX (6) EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANA, STATE OF WASHINGTON, MENTIONED AND DESCRIBED IN THAT CERTAIN LEASE ENTERED INTO BETWEEN THE PARTIES HERETO ON THE 11TH DAY OF DECEMBER, 1917, DID ON THE DATE OF THE EXECUTION OF SAID LEASE, CONSIST OF THE FOLLOWING, TO-WIT:

ONE MAIN LINE LOGGING RAILROAD, CONSISTING OF TWO HUNDRED FORTY-EIGHT (248) FIFTY-SIX POUND, STANDARD STEEL RAILS, EACH APPROXIMATELY THIRTY FEET IN LENGTH, TOGETHER WITH TIES FOR SAME; ONE SIDING ADJACENT TO SAID MAIN LINE LOGGING RAILROAD, CONSISTING OF THIRTY-FOUR (34) FIFTY-SIX POUND, STANDARD STEEL RAILS, EACH APPROXIMATELY THIRTY FEET IN LENGTH, WITH TIES THEREFOR, AND ONE FROG SITUATED AT THE JUNC -