

J. F. RIDENOUR ET AL TO GREENLEAF LUMBER COMPANY

THIS AGREEMENT MADE AND ENTERED INTO THIS 28TH DAY OF OCTOBER, 1920, BY AND BETWEEN J. F. RIDENOUR AND ADA S. RIDENOUR, HUSBAND AND WIFE, OF NEWBERG, OREGON, AS FIRST PARTIES; AND E. BETAMANN, RECEIVER OF THE J. K. LUMBER COMPANY, BY APPOINTMENT OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DIVISION OF THE WESTERN DISTRICT OF WASHINGTON, AS SECOND PARTY, \$180

WITNESSETH

WHEREAS, A CERTAIN INDENTURE OF LEASE BEARING DATE THE 11TH DAY OF DECEMBER, 1917, WAS DULY ENTERED INTO BY AND BETWEEN THE PARTIES TO THIS AGREEMENT, BY THE TERMS OF WHICH THE SAID FIRST PARTIES DID LEASE AND LET UNTO THE SAID SECOND PARTY FOR A TERM OF EIGHT (8) YEARS, THAT CERTAIN REAL PREMISES OWNED BY THE SAID FIRST PARTIES IN THE SNOOK D.L.C. IN THE COUNTY OF SKAMANIA, WASHINGTON, TOGETHER WITH A CERTAIN LOGGING RAILROAD, DUMP, UNLOADING FACILITIES AND RIGHT OF WAY FOR SAID RAILROAD, AND

WHEREAS, THE TERMS OF SAID WRITTEN LEASE WERE AMENDED AND ALTERED BY WRITTEN AGREEMENT BETWEEN THE SAID PARTIES BY AN INSTRUMENT DATED NOVEMBER 20TH, 1918, AND

WHEREAS, AN EXPLANATORY AGREEMENT REFERRING TO THE SAID RAILROAD WAS DULY ENTERED INTO BY THE SAID PARTIES ON MARCH 20, 1918, AND

WHEREAS, THE SAID SECOND PARTY DESIRES TO SECURE FROM THE SAID FIRST PARTIES, AN EXTENSION OF THE TIME DURING WHICH SAID INDENTURE OF LEASE SHALL BE FULLY OPERATIVE, AND

WHEREAS, THE SAID FIRST PARTIES ARE WILLING TO GRANT THE SAID EXTENSION TO THE SAID SECOND PARTY, UPON TERMS AND CONDITIONS HEREINAFTER FULLY SET FORTH;

THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE SAID PARTIES HERETO THAT THAT CERTAIN INDENTURE OF LEASE DATED DECEMBER 11TH, 1917, BETWEEN THE SAID PARTIES AND THE PERIOD OF TIME THEREIN LIMITED, SHALL BE AND THE SAME IS HEREBY EXTENDED FOR AN ADDITIONAL FIFTEEN (15) YEARS, SAID FIFTEEN (15) YEARS TO COMMENCE TO RUN UPON THE EXPIRATION OF THE EIGHT (8) YEAR PERIOD PROVIDED FOR IN SAID LEASE, AND THAT ALL OF THE TERMS, OBLIGATIONS CONDITIONS AND PROVISIONS OF SAID LEASE SHALL BE FULLY BINDING UPON THE SAID PARTIES DURING THE FULL FIFTEEN (15) YEAR PERIOD OF EXTENSION, PROVIDED, HOWEVER, THAT SAID AMENDATORY AGREEMENTS HEREBY REFERRED TO SHALL BE CONSIDERED AS PART AND PARCEL OF SAID INDENTURE OF LEASE, AND THAT SAID LEASE SHALL BE FURTHER AMENDED AND SAID EXTENSION GRANTED UPON THE FOLLOWING CONDITIONS, WHICH ARE HEREBY AGREED TO BY THE RESPECTIVE PARTIES TO THIS AGREEMENT, TO-WIT:

FIRST: THE SAID SECOND PARTY SHALL PAY ALL TAXES, ASSESSMENTS AND GOVERNMENTAL CHARGES THAT MAY BE ASSESSED OR LEVIED UPON SAID RAILROAD OR ANY PART THEREOF DURING THE FULL PERIOD OF SAID LEASE AND THIS EXTENSION THEREOF.

SECOND: THE SAID SECOND PARTY SHALL, AT HIS OWN EXPENSE AND COST, CONDUCT OR DEFEND ALL LITIGATION INVOLVING THE RIGHT TO CONSTRUCT AND USE AND OPERATE A BOOM FOR LOGS UPON THE COLUMBIA RIVER ADJACENT TO THE REAL PREMISES IN SAID LEASE FULLY DESCRIBED.

THIRD: THAT THE SAID SECOND PARTY SHALL, AT THE EXPIRATION OF THE ORIGINAL

EIGHT (8) YEAR PERIOD PROVIDED FOR IN SAID WRITTEN LEASE, PAY TO THE SAID FIRST PARTIES THE SUM OF ONE THOUSAND DOLLARS TO BE CONSIDERED AS ADVANCE RENTAL FOR THE USE AND OCCUPANCY OF SAID PREMISES DURING THE LAST YEAR OF THE FIFTEEN (15) YEAR EXTENSION HEREIN PROVIDED FOR.

IN WITNESS WHEREOF THE SAID FIRST PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS AND THE SAID SECOND PARTY HAS HEREUNTO SET HIS OFFICIAL SIGNATURE THE DAY AND YEAR FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:

C. R. CHAPIN

FRANK TAYLOR

J. A. CORNELIUS

ZALUS E. COPPER

D U P L I C A T E

J. F. RIDENOUR (SEAL)

ADA S. RIDENOUR (SEAL)

E. C. AMANN
RECEIVER OF THE J. K. LUMBER COMPANY

KNOW ALL MEN BY THESE PRESENTS: THAT I, E. C. AMANN, (ERRONEOUSLY DESCRIBED IN THE ATTACHED INSTRUMENT AS 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 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 CONTRACT BETWEEN J. F. RIDENOUR AND ADA S. RIDENOUR, HUSBAND AND WIFE, AND SAID E. C. AMANN, (ERRONEOUSLY DESCRIBED THEREIN AS AFORESAID) OF DATE OCTOBER 28, 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

W. H. PUTNAM

E. C. AMANN (SEAL)

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

BE IT REMEMBERED, THAT ON THIS 31ST DAY OF MAY, 1923, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED THE WITHIN NAMED E. C. AMANN, WHO IS KNOWN TO ME TO BE THE IDENTICAL INDIVIDUAL SO 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. G. Mischel
COUNTY AUDITOR
BY *Eddy B. Mischel* DEPUTY