

G. W. CASSADAY ET UX TO RALEIGH R. APLIN

THIS INDENTURE, MADE THIS 5TH DAY OF OCTOBER 1923 BY AND BETWEEN G. W. CASSADAY AND JESSIE CASSADAY, HIS WIFE, PARTIES OF THE FIRST PART AND RALEIGH R. APLIN, PARTY OF THE SECOND PART, WITNESSETH;

THAT THE SAID PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE RENTALS TO BE PAID AS HEREINAFTER PROVIDED HEREBY LEASE AND LET UNTO THE SAID PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE, LYING AND BEING IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION ONE (1) TOWNSHIP THREE (3) NORTH OF RANGE SEVEN AND ONE HALF (7 $\frac{1}{2}$) EAST OF THE WILLAMETTE MERIDIAN, TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING, INCLUDING ALL WATER AND IRRIGATION RIGHTS FOR SAID LAND. 150

TO HAVE AND TO HOLD THE SAME UNTO THE SAID PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS FOR THE TERM OF FIVE YEARS FROM THE FIRST DAY OF OCTOBER 1923.

AND THE SAID PARTY OF THE SECOND PART COVENANTS AND AGREES TO AND WITH THE SAID PARTIES OF THE FIRST PART THAT HE WILL PAY AS RENTAL FOR SAID LAND THE SUM OF TWO HUNDRED (\$200.00) DOLLARS PER ANNUM, PAYABLE IN ADVANCE IN SEMI-ANNUAL INSTALLMENTS OF ONE HUNDRED (\$100.00) DOLLARS EACH ON THE FIRST OF OCTOBER AND APRIL RESPECTIVELY OF EACH YEAR.

AND THE SAID PARTY OF THE FIRST PART FURTHER PROMISES AND AGREES THAT HE WILL CARE FOR SAID PREMISES IN A GOOD HUSBANDLIKE MANNER; THAT HE WILL NOT COMMIT OR SUFFER WASTE THEREON AND THAT AT THE END OF THE TERM AFORESAID, WILL QUIT AND SURRENDER THE SAID PREMISES IN AS GOOD CONDITION AS THEY NOW ARE, REASONABLE USE THEREOF EXCEPTED.

AND THE SAID PARTIES OF THE FIRST PART COVENANT AND AGREE TO AND WITH THE SAID PARTY OF THE SECOND PART THAT HE MAY HAVE THE IMMEDIATE POSSESSION OF SAID PREMISES AND QUIETLY AND PEACEABLY RETAIN AND OCCUPY THE SAME DURING THE TERM AFORESAID; PROVIDED HE SHALL, DURING SAID TERM, PUNCTUALLY PAY THE RENTAL AFORESAID AT THE TIME AND IN THE MANNER ABOVE SPECIFIED AND KEEP AND PERFORM ALL COVENANTS OF THIS LEASE, BUT THAT IN CASE OF DEFAULT IN THE PAYMENT OF THE RENTAL AS AFORESAID OR UPON THE FAILURE OF THE SAID PARTY OF THE SECOND PART TO KEEP AND PERFORM THE COVENANTS HEREIN CONTAINED THIS LEASE SHALL BE IMMEDIATELY TERMINATED AND THE PARTIES OF THE FIRST PART MAY IMMEDIATELY THEREAFTER ENTER INTO AND TAKE POSSESSION OF THE SAME WITHOUT NOTICE OR SUIT AT LAW BEING REQUIRED.

THE SAID PARTIES OF THE FIRST PART FURTHER COVENANT AND AGREE TO AND WITH THE SAID PARTY OF THE SECOND PART THAT HE MAY HAVE THE USE OF SUCH PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION ONE TOWNSHIP THREE NORTH OF RANGE 7 $\frac{1}{2}$ EAST AS HE SHALL, DURING THE TERM OF SAID LEASE, CLEAR AND PREPARE FOR CULTIVATION.

AND THE SAID PARTIES OF THE FIRST PART FURTHER PROMISE AND AGREE THAT IN CASE OF SALE OF SAID PREMISES DURING THE TERM OF THIS LEASE OR WITHIN TEN DAYS ^{AFTER,} THEREAFTER, THE SAID PARTY OF THE SECOND PART SHALL HAVE THE PREFERENCE RIGHT TO PURCHASE THE SAME UPON AS GOOD TERMS AND CONDITIONS AS MAY BE OFFERED BY ANY OTHER PARTY.

THIS LEASE SHALL NOT BE ASSIGNED NOR THE PROPERTY HEREIN DESCRIBED SUBLET BY THE SAID PARTY OF THE SECOND PART WITHOUT THE WRITTEN CONSENT OF THE SAID PARTIES OF THE FIRST PART.

IN TESTIMONY WHEREOF, THE SAID G. W. CASSADAY SIGNED AND SEALED THIS PRESENT AND THE SAID JESSIE CASSADAY HAS CAUSED THE SAME TO BE EXECUTED BY THE SAID G. W. CASSADAY, AS HER ATTORNEY IN FACT AND THE SAID PARTY OF THE SECOND PART HAS HEREUNTO SET HIS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

G. W. CASSADAY _____ (SEAL)

JESSIE CASSADAY _____ (SEAL)

BY G. W. CASSADAY
HER ATTORNEY IN FACT.

RALEIGH R. APLIN _____

STATE OF WASHINGTON, }
COUNTY OF SKAMANIA. } ss.

I, RAYMOND C. SLY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT ON THIS 5TH DAY OF OCTOBER 1923, PERSONALLY APPEARED BEFORE ME G. W. CASSADAY TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT ON HIS OWN BEHALF AND AS ATTORNEY IN FACT FOR JESSIE CASSADAY, HIS WIFE, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY AND THAT THE SAID INSTRUMENT WAS EXECUTED BY HIM AS ATTORNEY IN FACT FOR THE SAID JESSIE CASSADAY AS HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

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

(NOTARIAL)
(SEAL)

RAYMOND C. SLY
NOTARY PUBLIC FOR THE STATE OF
WASHINGTON, RESIDING AT STEVENSON.

FILED FOR RECORD DECEMBER 17, 1923, AT 2 P.M. BY RALEIGH R. APLIN

BY

DEPUTY

Will a. Mitchell
COUNTY AUDITOR