

THOMAS G. AVARY TO JOHN R. BARBER

MEMORANDUM OF AGREEMENT MADE THIS DAY OF OCTOBER, 1923, BETWEEN
 DR. THOMAS G. AVARY, HEREINAFTER CALLED THE PARTY OF THE FIRST PART, AND DR. JOHN R.
 BARBER, HEREINAFTER CALLED THE PARTY OF THE SECOND PART, BOTH OF SKAMANIA COUNTY,
 STATE OF WASHINGTON, WITNESSETH AS FOLLOWS:

THE PARTY OF THE FIRST PART HEREBY SELLS AND CONVEYS TO THE PARTY OF THE
 SECOND PART, THE ESTABLISHED BUSINESS AND GOODWILL AND PRACTICE OF THE PARTY OF THE
 FIRST PART AS A PHYSICIAN AND SURGEON IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-
 GETHER WITH THE INTEREST OF THE PARTY OF THE FIRST PART IN ANY AND ALL CONTRACTS
 HELD BY EITHER OF THE PARTIES HERETO, OR BY THE FIRM OF AVARY & BARBER, WITH MILLS,
 LUMBER CAMPS, RAILROADS, AND OTHER INDUSTRIAL CONCERNS, AND ALSO HIS APPOINTMENT AS
 COUNTY HEALTH OFFICER, AND AS PHYSICIAN AND SURGEON FOR THE S. P. & S. RAILWAY
 COMPANY; IT BEING UNDERSTOOD AND AGREED IN RESPECT TO ALL SAID CONTRACTS AND EXISTING
 BUSINESS WITH MILLS, LUMBER CAMPS, RAILROADS AND OTHER INDUSTRIAL CONCERNS THAT ALL
 CONTRACTS NOW IN FORCE OR IN EFFECT SHALL BE CONTINUED IN THE FIRM NAME OF AVARY &
 BARBER, AND THAT THE PARTY OF THE FIRST PART CONSENTS TO REMAIN A PARTY THERETO
 DURING THE LIFETIME OF SAID CONTRACTS; BUT THAT THE PARTY OF THE SECOND PART SHALL
 BE BOUND TO FULFILL ALL THE OBLIGATIONS OF SAID CONTRACTS ON THE PART OF SAID FIRM,
 AND TO SAVE THE PARTY OF THE FIRST PART HARMLESS AGAINST ANY CLAIMS, LIABILITIES OR
 DEMANDS THEREON; AND THAT THE PARTY OF THE SECOND PART SHALL BE ENTITLED TO ALL THE
 COMPENSATION AND EMOLUMENTS THEREOF.

THE PARTY OF THE FIRST PART DOES HEREBY FURTHER SELL, ASSIGN, TRANSFER
 AND SET OVER UNTO THE PARTY OF THE SECOND PART, ALL OF THE FIRST PARTY'S STOCK IN
 THE SKAMANIA HOSPITAL ASSOCIATION, INC., OF STEVENSON, WASHINGTON, AND ALSO ALL HIS
 WIFE'S SHARES IN SAID HOSPITAL ASSOCIATION, INCLUDING ANY AND ALL SHARES NOW OWNED
 BY THE PARTY OF THE FIRST PART, OR TO WHICH HE IS ENTITLED, WHETHER THE SAME HAVE
 BEEN FORMERLY TRANSFERRED AND ISSUED TO HIM OR NOT, AND AMOUNTING TO A TOTAL OF
 118 SHARES; TOGETHER WITH ALL OF THE EQUIPMENT OF THE SAID HOSPITAL ASSOCIATION IN
 ITS HOSPITAL AT STEVENSON, WASHINGTON, AS MORE PARTICULARLY SPECIFIED IN A BILL OF
 SALE THEREOF TO BE DELIVERED AS A PART OF THIS TRANSACTION; AND ALSO ALL OF THE
 OFFICE EQUIPMENT OF THE PARTY OF THE FIRST PART IN HIS OFFICE AT STEVENSON, WASHING-
 TON, AS LISTED IN THE SCHEDULE ATTACHED TO OR INCLUDED IN A BILL OF SALE THEREOF TO
 BE DELIVERED CONTEMPORANEOUSLY HERewith; RESERVING THEREFROM ONLY THE ARTICLES
 PARTICULARLY SPECIFIED AS RESERVED IN SAID BILL OF SALE.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PARTY OF THE FIRST PART SHALL
 USE HIS BEST EFFORTS TO PROCURE THE APPOINTMENT OF THE PARTY OF THE SECOND PART AS
 COUNTY HEALTH OFFICER, AND AS SURGEON OF THE S. P. & S. RAILWAY COMPANY IN THE STEAD
 OF THE PARTY OF THE FIRST PART; AND THAT UPON THE EXPIRATION OF THE EXISTING CON-
 TRACTS WITH INDUSTRIAL CONCERNS NOW HELD BY THE PARTIES OR ONE OF THEM, THE PARTY
 OF THE FIRST PART WILL AS FAR AS HE CAN ASSIST IN PROCURING RENEWALS THEREOF FOR THE
 BENEFIT OF THE PARTY OF THE SECOND PART.

IT IS FURTHER UNDERSTOOD AND AGREED, THAT THE RENEWAL BOND TO THE STATE
 OF WASHINGTON IN THE NAMES OF BOTH OF THE PARTIES FOR THE PERFORMANCE OF SAID CONTRACTS

NOW ABOUT TO BE DELIVERED FOR THE ENSUING YEAR SHALL CONTINUE IN EFFECT IN THE NAMES OF THE PARTIES JOINTLY; BUT THAT THE PARTY OF THE SECOND PART SHALL HOLD AND SAVE HARMLESS THE PARTY OF THE FIRST PART FROM ALL LIABILITY THEREON.

IT IS FURTHER UNDERSTOOD AND AGREED, THAT THE PARTY OF SECOND PART HAS TAKEN OVER THE JOINT PRACTICE OF THE FORMER FIRM OF AVARY & BARBER FROM THE FIRST DAY OF SEPTEMBER, 1923, AND THAT ALL EARNINGS OF SAID FIRM FROM SAID DATE BELONG TO THE PARTY OF THE SECOND PART, AND ALL BILLS INCURRED SINCE THAT DATE ARE TO BE PAID BY THE PARTY OF THE SECOND PART; AND THAT OTHERWISE, EXCEPT TO THE EXTENT HEREINBEFORE PROVIDED IN RESPECT TO SAID CONTRACTS WITH INDUSTRIAL CONCERNS, SAID FORMER PARTNERSHIP HAS BEEN DISSOLVED, AND ALL THE BUSINESS THEREOF HAS BEEN TRANSFERRED TO THE PARTY OF THE SECOND PART, BUT THE PARTY OF THE SECOND PART SHALL HAVE THE RIGHT HENCEFORTH AS LONG AS HE DESIRES TO DO SO TO CONTINUE THE USE OF THE FIRM NAME OF AVARY & BARBER, AND TO REGISTER THE SAME AS A BUSINESS NAME, AND TO CARRY ON THE PRACTICE OF MEDICINE AND SURGERY THEREUNDER.

ALL BILLS AND ACCOUNTS DUE SAID FORMER PARTNERSHIP OF AVARY & BARBER ARE TO BE COLLECTED BY THE PARTY OF THE SECOND PART SO FAR AS THE SAME SHALL BE FOUND COLLECTIBLE WITH REASONABLE DILIGENCE; AND ANY BILLS OR DEBT OWING BY SAID FORMER PARTNERSHIP ARE TO BE PAID OUT OF SAID COLLECTIONS; AND ANY NET SURPLUS REMAINING IS TO BE DIVIDED EQUALLY BETWEEN THE PARTIES HERETO.

THE PARTY OF THE FIRST PART IN CONSIDERATION OF THE PURCHASE BY THE PARTY OF THE SECOND PART OF SAID BUSINESS, GOODWILL AND PROPERTY ABOVE MENTIONED, DOES HEREBY COVENANT AND AGREE AND BIND HIMSELF THAT HE WILL NOT WITHIN FIVE YEARS FROM THE DATE HEREOF PRACTICE MEDICINE OR SURGERY IN SKAMANIA COUNTY, WASHINGTON, OR IN HOOD RIVER COUNTY, OREGON, EXCEPT IN CASES WHERE HE MAY BE REQUESTED TO DO SO BY THE PARTY OF THE SECOND PART.

THE PARTY OF THE FIRST PART FURTHER AGREES FOR THE PURPOSE OF CARRYING OUT THIS AGREEMENT TO CAUSE ALL SAID SHARES OF STOCK IN SAID SKAMANIA HOSPITAL ASSOCIATION, INC., TO BE DULY TRANSFERRED AND ISSUED IN THE NAME OF THE PARTY OF THE FIRST PART, AND TO EXECUTE A PROPER BILL OF SALE OF ALL SAID EQUIPMENT OF SAID HOSPITAL ASSOCIATION WHICH HE HAS AGREED AS ABOVE SPECIFIED TO TRANSFER TO THE PARTY OF THE SECOND PART, AND ALSO A BILL OF SALE OF ALL SAID OFFICE EQUIPMENT OF THE PARTY OF THE FIRST PART IN HIS OFFICE AT STEVENSON, WASHINGTON, WHICH IS TO BE TRANSFERRED AS ABOVE SPECIFIED, AND TO DELIVER THE SAME CONTEMPORANEOUSLY WITH THE DELIVERY HEREOF.

IN CONSIDERATION WHEREOF, THE PARTY OF THE SECOND PART AGREES TO PAY TO THE PARTY OF THE FIRST PART THE SUM OF EIGHT THOUSAND (\$8,000) DOLLARS IN PAYMENTS AS FOLLOWS: FOUR THOUSAND (\$4,000) DOLLARS CASH TO BE PAID ON THE EXECUTION AND DELIVERY OF THIS AGREEMENT, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTY OF THE FIRST PART; AND FIFTEEN HUNDRED (\$1,500) DOLLARS IN ONE YEAR; FIFTEEN HUNDRED (\$1,500) DOLLARS IN TWO YEARS, AND ONE THOUSAND (\$1,000) DOLLARS IN THREE YEARS FROM THE DATE HEREOF, WITH INTEREST PAYABLE ANNUALLY ON ALL DEFERRED PAYMENTS AT 8% PER ANNUM; SAID DEFERRED PAYMENTS TO BE REPRESENTED BY PROMISSORY NOTES OF THE PARTY OF THE SECOND PART TO THE PARTY OF THE FIRST PART THEREFOR.

SAID SHARES OF STOCK IN SAID SKAMANIA HOSPITAL ASSOCIATION, INC., WHICH WERE SOLD AS AFORESAID BY THE PARTY OF THE FIRST PART TO THE PARTY OF THE SECOND

PART UNDER THE TERMS OF THIS AGREEMENT SHALL BE DEPOSITED WITH THE BANK OF STEVENSON, A BANK IN THE TOWN OF STEVENSON, WASHINGTON, TO BE HELD FOR THE BENEFIT OF THE PARTY OF THE FIRST PART BY SAID BANK AS COLLATERAL SECURITY FOR THE PAYMENT OF SAID PROMISSORY NOTES.

IN WITNESS WHEREOF, SAID PARTIES HAVE SIGNED THIS AGREEMENT IN DUPLICATE THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS:

GEO. F. CHRISTENSEN

THOMAS C. AVARY

JOHN R. BARBER

FILED FOR RECORD MARCH 27, 1924, AT 11-45 A.M. BY MRS. T. C. AVARY

Wm. A. Miller
COUNTY AUDITOR
BY *Ledy B. Miller* DEPUTY

SAM ANGELO ADMINISTRATOR TO J. W. LAMB ET AL

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THIS INDENTURE MADE THIS 23RD DAY OF FEBRUARY 1924, BETWEEN SAM ANGELO (ADMINISTRATOR) PARTY OF THE FIRST PART, LESSOR AND, J. W. LAMB & DEWEY R. LAMB PARTY OF THE SECOND PART, LESSEE; WITNESSETH:

THAT THE SAID LESSOR, BY THESE PRESENTS, DOES HEREBY DEVISE AND LET UNTO THE SAID LESSEE FOR A TERM OF (10) TEN YEARS, ENDING ON (MARCH 1-1934), THE FOLLOWING DESCRIBED PREMISES, SITUATED IN SKAMANIA COUNTY WASHINGTON, TO-WIT:

THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3 IN TOWNSHIP NO 1 NORTH OF RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

IT IS FURTHER UNDERSTOOD THAT THE LESSEE IS TO HAVE THE FULL USE OF ALL IMPROVEMENTS, ALSO HAY FORK AND ROPE THAT GOES WITH SAID FORK, AND ANY OTHER TOOLS ON PLACE.

THE RENTAL OF SAID PREMISES FOR THE TERM AFORESAID SHALL BE THE SUM OF (\$100.00) PER YEAR, ENDING THE 1ST., OF MARCH EACH YEAR.

AND THE SAID LESSEE DOES HEREBY PROMISE, AND AGREE HE WILL QUIT & SURRENDER THE SAID PREMISES, AND PERSONAL PROPERTY ABOVE MENTIONED IN AS GOOD STATE AND CONDITION AS HE SHALL RECEIVE THE SAME, REASONABLE USE AND WEAR EXCEPTED.

AND THE PARTY OF THE FIRST PART DOES HEREBY COVENANT PROMISE AND AGREE THAT THE SAID PARTY OF THE SECOND PART, PAYING THE RENT AND PERFORMING THE COVENANTS AFORESAID, SHALL AND MAY PEACEABLY AND QUIETLY HAVE, HOLD AND ENJOY THE SAID PREMISES FOR THE TERM AFORESAID, ENDING ON THE 1ST., DAY OF MARCH 1934.

LESSOR

IT IS FURTHERMORE AGREED BY LESSOR THAT IF LESSEE WANTS IMPROVEMENTS, THAT THE LESSOR WILL FURNISH LUMBER AND SHINGLES FOR SAID IMPROVEMENTS, AND THAT LESSEE CAN USE ANY OR ALL TIMBER FOR USE ON PLACE, BUT NONE TO BE SOLD OFF.