

of the first party to declare a forfeiture of this instrument and breach thereof by the second parties.

IN WITNESS WHEREOF the said parties have caused these presents to be executed in triplicate originals, by their respective officers, thereunto duly authorized, the day and year first in this instrument above written.

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

Attest:
F.A. Peil,
Assistant Secretary.

By Francis B. Clarke
President.

BLAZIER LOGGING COMPANY

By J.E. Blazier
Pres.

(CORPORATE SEAL OF B.L.CO.)

ATTEST:
E.J. Blazier,
Secretary.

CAPE HORN RAILROAD COMPANY

By J.E. Blazier
Pres.

(CORPORATE SEAL OF B.L.CO.)

Attest:
E.J. Blazier
Secretary.

Filed for record by J.E. Blazier on June 11th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Van Wessenhoe to Friedrich

This Indenture Made this first day of May 1907 and between Mrs. Ramsey Van Wessenhoe of Hubbard Oregon and Mrs. Mary Friedrich of Portland, Ore. Witnesseth that in consideration of the covenants herein contained on the part of the said Mrs. Mary Friedrich to be kept and performed as the said Mrs. Ramsey Van Wessenhoe does hereby lease, demise and let unto the said Mrs. Mary Friedrich the following described premises, to-wit:

Two quarter section land lying one mile west of Underwood, known as the Ramsey place in Sec. -----Twp. -----R----- Lots 1 & 2 Sec. 21 Township 3; together with all the rights privileges and appurtenances belonging thereto; it being mutually agreed that the said Mrs. Ramsey Van Wessenhoe shall have the privilege of selling any of the rocky land for Railroad purposes, also to cut timber and have use of chute.

To have and to hold to the lessee for the term of four years from the first day of May 1907, the said lessee therefore paying the total rent of One hundred and eighty

dollars in Gold Coin during said term. And the said lessee for her executors and administrators does hereby covenant to and with the said lessor, her heirs and assigns to pay the said rent in four payments of forty-five dollars each, the first payment thereof to be made on the first day of December 1907 and that she will make no unlawful improper or offensive use of the premises; that at the expiration of the said term or upon a ny sooner determination of this lease she will quit and deliver up the premises and all future erections or additions to or upon the same to the said lessor or those having her estate therein, peaceable, quietly, in as good order and condition (reasonable use and wearing thereof, fire and other unavoidable casualties excepted) as the same now are c. may be put in by the lessor or those having her estate in the premises; that she will not suffer nor commit any strip or waste thereof, nor make or suffer to be made any alterations or additions to or upon the same nor assign this lease nor underlet or permit any other person or persons to occupy the same, without the consent of the said lessor or those having her estate to the premises, being first obtained in writing and also that it shall be lawful for the said lessor and those having her estate in the premises, at reasonable times to enter into and upon the same to examine to conditions thereof. Provided always and these presents are upon this condition that of the said rent shall be in arrears for the space of six months of if the said lessee, representative or assigns shall neglect or fail to do or perform and observe any or either of the covenants her in before contained which on her part are to be performed, the and in either of said cases, the said lessor or those having her estate in the premises lawfully may, immediately or at any time thereafter and while said neglect or default continues and without further notice or demand enter into and upon said premises in the name of the whole and repossess the same of her former estate and expel the said lessee and those claiming under her and remove her effects 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.

In Witness Whereof the said parties have set their hands and seals the day and year first above written to this and another instrument of the same tenor and date.

Signed, sealed and delivered in presence of us as witnesses:

Walter Rhoads

Mrs. Ramsey Van Wessenhee (Seal)

Mrs. Frida Nelson

Mrs. Mary Friedrich (Seal)

Filed for record by Mary Friedrich on July 21st 1909 at 10.15 A.M.

A. Fleischhauer

Co. Auditor

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