

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

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West half of Northwest quarter of Northeast quarter and Northeast quarter of Southwest quarter of Northeast quarter, Section 28, Tp. 3 N. R. 8 E. W. M., excepting that portion thereof included within the bounds of the tract acquired by the United States of America for Bonneville Transmission Line.

Excepting also one acre described as follows: Commencing at the Southwest corner of the West half of Northwest quarter of Northeast quarter (said point being the center of County Road) thence East 200 feet; thence North 200 feet; thence West 200 feet; thence South 200 feet to point of beginning.

And: reserving also unto the party of the first part the house known as the cellar-house.

for the term ending September 1st, 1944.

In consideration therefore and as rental for said premises the parties of the second part covenant and agree as follows:

1. That they will keep the large dwelling house upon said premises insured during said term in the principal sum of \$2000.00, loss payable, if any, to the party of the first part.
2. That they will pay before delinquency all taxes hereafter falling due during said term including one-half of the taxes for 1941 falling due on or before November 30th, 1941.
3. That they will care for said premises and farm the same in a good husband-man like manner, and that particularly they will not commit or permit any waste thereon or thereto; provided however that the said parties of the second part shall have the right to cut and use such wood as they may need for their own consumption during the term of said lease; that they may cut down Filbert Orchard lying under and adjacent to transmission line.

It is especially understood and agreed that no goats shall be permitted upon said premises. It is also agreed and understood that the party of the first part has granted to the United States of America the right to cut danger trees upon said premises adjacent to the said Bonneville Transmission Line and that the agents of the Government shall have access to the said premises for that purpose, and that all compensation for damages shall be payable to the party of the first part.

The parties of the second part shall and may have the use of farm implements and machinery upon said farm, and shall return the same to the party of the first part at the end of said term in as good condition as received, ordinary use and wear excepted.

In case the parties of the second part shall keep and perform all covenants above specified and herein provided they shall and may have the quiet and peaceable use and occupation of said premises for the term aforesaid, but in case they shall default in performance of any of the terms and conditions thereof, or shall fail to properly care for said premises or cultivate the same in a husband-man like manner then and in that event the party of the first part may terminate this lease and immediately take possession of the said premises, and evict the parties of the second part, or any person or persons holding under them, therefrom. In case the parties of the second part refuse or fail to yield the possession thereof, and it becomes necessary for the party of the first part to bring any action at law or legal procedure to gain possession of said premises, she shall have the right to recover from the parties of the second part all costs, expenses and damage thereby incurred, including a reasonable sum for attorney's fees.

In case the party of the first part desires to sell the said premises during the term aforesaid the parties 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 making a bonafide offer therefore, but such right shall be exercised within ten days after notice to the parties of the second part.

IN TESTIMONY WHEREOF, the parties hereto have executed this indenture of lease this 8th day of October, 1941.

Anne F. Monaghan

Party of the first part.

Joe Blattler

Frances Blattler

Parties of the second part.