

DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON,

#31123

Tessie Smead to State of Washington, Dept. of Highways.

THIS INDENTURE, Made this 23rd day of October in the year of our Lord one thousand nine hundred and forty-one BETWEEN TESSIE SMEAD, of Washougal, Washington, as lessors, and the DEPARTMENT OF HIGHWAYS, Olympia, Washington as lessee,

WITNESSETH, That the said lessor do__ by these presents lease and demise unto the said lessee, and the said lessee does hereby hire and take from the said lessor, certain premises located in Skamania County, State of Washington, described as follows, to-wit:

Beginning at a point on the northerly right of way of State Road No. 8, 60 feet left and right angles to engineers station 246+35, between Washougal and Cape Horn, as on file with the Director of Highways at Olympia, Washington; thence bearing N. 21° 07' E. for a distance of 65 feet; thence bearing N. 68° 53' W. for a distance of 100 feet; thence bearing S. 21° 07' W. for a distance of 76.1 to a point on the northerly R. of W. line; thence southeasterly along the R. of W. line to the point of beginning, containing .16 acres more or less; all lying in and being a part of NE¼ NW¼, Sec. 19, T. 1 N., R. 5 E. W. M.

The above described property is to be used for State purposes only and the lessee reserves the right to remove all structures erected on said property at the termination of the lease.

with the appurtenances, for the term of Five years from the 10th day of November one thousand nine hundred and forty-one at the rent or sum of Sixty and no/100 Dollars, payable in lawful money of the United States of America in advance, on the ____ day of each and every month during said term

AND IT IS HEREBY AGREED, That if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, or breach thereof, then it shall be lawful for the said lessor to re-enter the said premises and to remove all persons and goods therefrom; and the said lessee do__ hereby covenant, promise and agree to pay the said lessor the said rent in the manner hereinbefore specified and not to let or underlet the whole or any part of the said premises without the written consent of the said lessor, nor to assign this lease or any part thereof without said written consent; nor shall the interest of the lessee be transferred by operation of law through any execution sale or bankruptcy proceeding; and at the expiration of the said term, the said lessee will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damage by the elements or fire excepted).

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in presence of

Tessie Smead (Seal)

L. J. Moody

STATE OF WASHINGTON,)
County of Clark) ss.

THIS IS TO CERTIFY, That on this 23 day of October A. D. 1941 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Tessie Smead to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year in this certificate first above written.

(Notarial seal affixed)

L. J. Moody

Notary Public in and for the State of
Washington, residing at Washougal

Filed for record December 6, 1941 at 9-00 o'clock a.m. by State Highway Department.

Michael J. Moore
Skamania County Auditor.