

that second party may have made or placed thereon, and eject the second party there-
and retain any payment or payments made on account of the purchase price thereof, all
without liability to the second party or obligation to re-imburse him for any expense that he
may have incurred in or about the premises or by reason of this agreement.

IN WITNESS WHEREOF the first party has caused these presents to be executed by its
President and Secretary and its corporate seal to be hereunto affixed pursuant to authority
of a resolution of its Board of Directors duly adopted and the second party has hereunto
set his hand and seal all on the day first hereinabove written.

MT. ST. HELENS CONSOLIDATED MINING COMPANY.

By J. P. TAMIESIE, President.

MT. ST. HELENS CONSOLIDATED MINING COMPANY

By J. C. HAMILTON, Secretary.

(CORPORATE SEAL)

(First Party)

C. W. RIDDELL (SEAL)

(Second Party)

STATE OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED that on this 22nd day of April 1929, before me, the undersigned, a
Notary Public in and for said County and State, personally appeared the within named DR.
J. P. TAMIESIE and J. C. HAMILTON who are personally known to me to be the PRESIDENT and
SECRETARY respectively of the MT. ST. HELENS CONSOLIDATED MINING COMPANY, and to be the
individuals named in and who executed the within and foregoing instrument and each
acknowledged to me that he signed and sealed the same as and for the act and deed of the
said Mt. St. Helens Consolidated Mining Company, pursuant to a resolution of the Board of
Directors of said corporation; and the said J. C. Hamilton being first duly sworn said that
he is the secretary of the Mt. St. Helens Consolidated Mining Company, and the custodian of
the corporate seal thereof; that the seal affixed to said instrument is the corporate seal
of said corporation and was affixed thereto by direction of the Board of Directors of said
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this
the day and year in this certificate last above written.

(Notarial Seal)

L. HAZELTON

Notary Public for Oregon
My commission expires Sept. 11th, 1932.

Filed for record August 16, 1929 at 11:40 A. M. by C. W. Riddell.

G. C. Chesser, County Auditor.

By Nelda J. Foster Deputy.

#15907

C. E. BROUGHTON ET AL TO P. J. MCGOWAN & SONS, INC.

THIS MEMORANDUM OF AGREEMENT, Made this 2 day of October 1928, between C. E. BROUGHTON
and P. C. BROUGHTON of Carson, Washington, parties of the first part and P. J. McGowan &
Sons, Inc., a corporation of the State of Washington, party of the second part, WITNESSETH:

That the party of the second part has furnished to the parties of the first part
certain equipment, advances and supplies for the purpose of fishing receipt of which is
hereby acknowledged and a description and the agreed value of which are set forth on the
back of this instrument, title to the aforesaid property to remain in P. J. McGowan & Sons,

Inc., until fully paid for, the same to be held, however at the risk of parties of the first part, and until default in any of the conditions of this contract on the part of the parties of the first part, said parties of the first part may retain and remain in possession of said property and use the same for the purposes herein stated.

The parties of the first part agree that they will deliver unto the party of the second part or its agent, in good merchantable condition, all salmon, sturgeon, and/or other fish caught by the parties of the first part during the years this agreement is in effect, at the general market price or prices at the times of delivery, and until the payment in full of all sums due to the party of the second part hereunder; and upon their failure to do so the party of the second part or its agents shall have full authority to take ^{immediate} possession of all equipment and other supplies furnished by the party of the second part, wherever the same may be found, without process of law, and the parties of the first part agree to give up all such equipment, and other supplies upon demand made by the party of the second part or its agent. It is mutually agreed that in case of an unusual run of fish resulting in a greater supply than can be packed in first class condition, there shall be a limited or proportional delivery of fish hereunder.

It is distinctly understood and expressly agreed by the parties hereto that this agreement shall include any other property that the party of the second part may turn over to the parties of the first part, and shall also include any other indebtedness that the parties of the first part may owe said party of the second part during the time that this agreement is in force. This agreement shall also include the increase and all additions that may hereafter be made to the property described herein and also any other chattel of every nature and kind that the parties of the first part may own and use in connection with the operations which this agreement covers, on any fishing premises used or controlled by the parties of the first part or in which they have any interest, during the time that this contract is in force.

The parties of the first part agree to keep said personal property in as good condition at least, as it is in at the time of the delivery of said property to parties of the first part, reasonable wear and tear excepted.

Parties of the first part further agree that, in case suit or action is brought to foreclose this mortgage, they will pay, in addition to the costs and disbursements provided by statute, such additional sum as the Court may adjudge reasonable as attorney's fees, including all costs and disbursements, and that party of the second part may seize said property and foreclose the same in any manner provided by the laws of either the State of Washington or the State of Oregon.

Parties of the first part expressly authorize and direct the party of the second part to apply 25% per cent of the fish caught each year on this indebtedness.

Inasmuch as advances are to be made in the future to the parties of the first part by the party of the second part, which are to be noted on this contract, and the party of the second part is to be authorized to protect itself in any and every manner as fully as if a new agreement were written covering the additions or renewals or advances, the parties of the first part, in order to facilitate the handling of this proposition, do hereby appoint Arthur Eade to be their attorney, and in their names and on their behalf to note on this agreement any advances and the value thereof, and to execute, if deemed necessary and if the party of the second part should demand it, additional security for the protection of the party of the second part, and in the names of the parties of the first part to sign any mortgage covering said property to the value of the same, running to the party of the second part, and to negotiate, make and execute any agreement as he shall deem best, and to demand,

receive and collect all the payments for the same accruing under such agreement, and to take such other and necessary steps as may be necessary to assure to the parties of the first part the use and possession of the said property and simultaneously protect the interests of the party of the second part, and generally to do for the parties of the first part and in their names whatever the said Arthur Eade may deem necessary and proper in carrying out the intent and purposes of this entire agreement. And it is expressly understood and agreed that the powers herein and hereby conferred upon the said Arthur Eade are powers coupled with an interest and shall be and are irrevocable until the full payment and satisfaction of the indebtedness owing or to become owing by the parties of the first part to the party of the second part under this agreement, for the securing of which this agreement is entered into and this power of attorney herein incorporated.

As additional security the parties of the first part agree to, and by this contract do assign any and all fishing licenses and locations held by said parties of the first part to party of the second part, so to remain the property of the party of the second part as guarantee for the performance of the conditions of this contract and the advances made and to be made hereunder, provided, however, that if the parties of the first part so desire, they may pay in full all indebtedness owing by them to party of the second part, and in that event the party of the second part hereby agrees to return to parties of

(Equipment

1 Large log float and building

6 Trap Locations, as follows:

Washington license No.	1745	-	-	-	U. S. Permit No.	889
"	"	"	1746	-	"	"
"	"	"	2072	-	"	"
"	"	"	2073	-	"	"
"	"	"	6997	-	"	"
"	"	"	6996	-	"	"

1 Pile Driver with complete equipment for driving piling, and all scows, pilings, web and boats used in connection with trapping.)

the first part all fishing locations and licenses held by party of the second part as security. The party of the second part hereby agrees to apply for all fishing licenses by April 1st of each year, for parties of the first part as long as this agreement is in full force and effect.

The parties of the first part do not claim title to any part of the supplies or equipment or renewals thereof or other supplies or equipment or advances furnished from time to time under this agreement, or any supplemental agreement made pursuant to the power of attorney clause herein, until such time as parties of the first part have a bill of sale from the party of the second part and until receipt of all moneys due hereunder shall be received by parties of the first part from the party of the second part.

The covenants herein contained shall bind, and inure to the benefit of, as the case may require, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties of the first part have set their hands and seals hereto, and the party of the second part has caused these presents to be executed by its superintendent, thereunto duly authorized by its Board of Directors, the day and year first above written.

Witnesses:

Elton Watkins

Johnston Wilson

T. C. BROUGHTON (Seal)

C. E. BROUGHTON, JR. (Seal)
Parties of the first part.

P. J. MCGOWAN & SONS, INC.

By ARTHUR EADE
Superintendent.

Party of the second part.

STATE OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED, That on this 2nd day of October 1928, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named G. E. Broughton and T. G. Broughton of Carson, Washington, and Arthur Eade, Superintendent of P. J. McGowan & Sons, Inc., a corporation, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal the day and year last above writter.

(Notarial Seal)

ELTON WATKINS
Notary Public for Oregon.
My commission expires April 29, 1931.

Filed for record August 24, 1929 at 9:15 A. M. by Arthur Eade.

G. C. Chessier, County Auditor.
By Nella J. Chessier Deputy.

#15923

J. T. HAFLEY ET UX TO SHELL OIL COMPANY.

THIS INDENTURE, Made and entered into this 1st day of April 1929, by and between J. T. Haffey and Mrs. J. T. Haffey, wife, of Grindley, Washington, hereinafter called the Lessors and Shell Oil Company, a California corporation, hereinafter called the Lessee, WITNESSETH:

That for the term and upon the terms and conditions set forth in Service Station Lease bearing date April 1, 1929, from the Lessors to the Lessee, the Lessors has leased, demised and let and does hereby lease, demise and let unto the Lessee, the following described real property, situate, lying and being in the County of Skamania, State of Washington, more particularly described as follows, to-wit:

One-half acres more or less in the Northwest corner of Section 11 Township 1 Range 5, E. W. M. - 14 miles East of Washougal, Washington on the Northbank Highway, as per attached property description.

Beginning on the South boundary of the North Bank Highway, right of way; said point of beginning being 1330 feet North 42° 25' W. of the Northwest corner of the property now owned by School District No. 9, as recorded in Book 0, page 281, in County Auditor's office, Skamania County, Wash., thence following said South boundary of the North Bank Highway right of way as follows: N. 59° 25' W. 394 feet, thence N. 74° 40' W. 245 feet; thence S. 58° 20' W. 460 feet to the North boundary of the Old Cascade and Vancouver Road, thence following North boundary of said road as follows: S. 57° 29' E. 125 feet, thence N. 86° 41' E. 270 feet, thence S. 86° 59' E. 225 feet, thence S. 78° 09' E. 180 feet, thence N. 58° 20' E. 235 feet to the place of beginning, containing 5 acres more or less, all of said land being and lying in Section 11 Tp. 1 N. R. 5 E. W. M., Skamania County, Washington.

Together with all building, improvements, gasoline and lubricating oil dispensing equipment now on, or which may hereafter during the life of this lease be placed upon the above described premises.

IN WITNESS WHEREOF the parties hereto have caused their respective names to be hereunto subscribed, the day and year first above written.

J. T. Haffey
MRS. J. T. HAFLEY
J. T. HAFLEY

See notation of this lease on page 218 of Book 3 of Documents and Deeds filed March 22, 1935, in Clerk Auditor.