

sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall give unto the second party, her heirs or assigns, upon request at Portland, Oregon and upon the surrender of this agreement, an abstract showing marketable title continued as to the date of final payment herein and a good and sufficient deed of conveyance conveying said premises in fee simple, free and clear of incumbrances and all liens and incumbrances created by the second party, or her assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms, and at the times above specified, the time of payment being declared to be the essence of this agreement, then the first party shall have the right to declare this agreement null and void, and in such case, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and revest in the first party without any declaration or forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the court may adjudge reasonable for attorney's fees in said suit or action.

In Witness Whereof, the said parties have hereunto set their hands in duplicate the day and year first above written.

In presence of  
Arthur A. Goldsmith  
David L. E. Borenstein  
Raymond C. Sly

as to

A. I. Blitz, Trustee (Seal)

Nancy G. Wallace, (Seal)

Filed for record November 7, 1930 at 3-00 o'clock P. M. by Nancy G. Wallace.

*H. C. Chesser*  
County Auditor.

#16925

NANCY WALLACE AND ORIN SHEPARD

THIS AGREEMENT made this \_\_\_\_\_ day of November, 1930, between Nancy Wallace, the owner of the property hereinafter described, hereinafter called the Lessor, and Orin Shepard, of St. Helens, Oregon, hereinafter called the Lessee, WITNESSETH:

That in consideration of the covenants and agreements of the said lessee herein contained, said lessor does hereby lease, demise and let unto the lessee all of the following described real property in Skamania County, Washington, to-wit:

That portion of Lots One (1) and Two (2) in Section Thirty-four (34), in Township Three (3) North Range Nine (9) East of the Willamette Meridian, lying south of the private logging road across said property over what is commonly known as the beach land and also all of the shore or tide land of the second class in front of and adjacent to Lot Three (3) in Section Thirty-four (34) in Township Three (3) North Range Nine (9) East of the Willamette Meridian, and also the lessor hereby gives and grants to the lessee a right or rights

of way over and across all other portions of Lots One (1), Two (2) and Three (3) in Section Thirty-four (34), Township Three (3) North Range Nine (9) East of the Willamette Meridian, that are owned by her said rights of way to be constructed, maintained and used by lessee for the purpose of hauling and/or transporting logs and/or poles and/or piling or other timber or lumber products by the use of automobile trucks or other means of conveyance.

TO HAVE AND TO HOLD said leased premises and the rights and privileges herein given and granted unto said lessee for the period of time from the 15th day of October, 1930, to and including the 14th day of October, 1935, said lessee paying therefor an annual rental of Four Hundred Dollars (\$400.00) per annum. The lessor hereby acknowledges the receipt of Two Hundred Fifty Dollars (\$250.00) to apply on the first year's rent and the lessee agrees to pay One Hundred Fifty Dollars (\$150.00), same being the balance due on the first year's rent on or before the 15th day of December, 1930. On the 15th day of October, 1931, lessee agrees to pay the lessor as rental for the second year the sum of Four Hundred Dollars (\$400.00) and to pay a like sum on the 15th day of October of each year thereafter during the term of this lease.

It is understood that the lessee is leasing the above described property for the purpose of using same as a booming and rafting ground for the purpose of rafting and booming logs and/or poles and/or piling and other timber products and the lessee shall have the exclusive right and privilege of using said lands and all tide and shore lands fronting and abutting thereon as a rafting, booming and mooring ground and to accomplish that purpose the lessee shall have the right and privilege of driving piling and of constructing and maintaining rollways and/or other desirable and appropriate structures for the dumping and handling of logs and timber products.

Said lessee agrees that he will pay the rent hereinabove agreed to be paid promptly when due (time being expressly declared to be of the essence of this agreement) and that upon the termination of this lease he will quit and deliver up said leased premises to the lessor peaceably and quietly; provided, always, that this lease is upon the express condition that if any rent herein reserved shall be in arrears for the period of fifteen days or if the said lessee shall neglect or fail to perform or observe all or any of his covenants herein contained, then and in any <sup>such</sup> event said lessor may, at her option, declare this lease null and void and may, without further notice or demand, enter into and upon said leased premises or any part thereof and expel said lessee and those claiming under him and remove his effects forcibly if necessary without being taken or deemed guilty in any manner of trespass and without prejudice to any other remedies which might otherwise be used for arrears of rent or preceding breach of covenant.

This agreement shall be binding on the parties hereto and upon their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above written.

Executed in duplicate.

Nancy Wallace, Lessor.

Ozin Shepard, Lessee.

Filed for record December 10, 1930 at 9 o'clock A. M.

*G. C. Chess*  
G. C. Chess, Co. Aud.