

expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted, Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety days before this termination of the lease.

9. The Government shall pay the Lessor for the premises, rent at the following rate \$15.00 per annum. Payments shall be made as of June 30 and December 31.

10. Whenever the said premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in case of total destruction, immediately terminate and, in case of partial destruction or injury, shall terminate at the option of the Government upon giving notice in writing to the Lessor within fifteen days after such fire or casualty, and no rent shall accrue to the Lessor after such termination.

11. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however herein contained shall be construed to extend to any incorporated Company, if the lease be for the general benefit of such corporation or company.

12. This lease is made subject to the right of the lessee to purchase the land covered by the lease at any time during the existence of the lease for \$150.00, \$50.00 of which shall be paid the lessor and \$100.00 to the mortgagee, and the mortgagee binds himself, his heirs, executors, administrators, successors and assigns, to release the pending mortgage as to this tract on receipt of the amount specified in this paragraph.

In Witness Whereof, the parties hereto have hereunto subscribed their names as of the date first above written.

Ryle Teed
Mrs. Ryle Teed
Witness to signature of lessor.

Wilma W. Fisher
Geo. F. Fisher
Witness to signature of mortgagee

Rufus Waggener
Mortgagee
Ole Peterson
Lessor

The United States of America
A. O. Waha
Acting Regional Forester.

Filed for record May 29, 1931 at 8-45 o'clock a.m. by Grantee.

Mabel J. Fosse
County Auditor.

#17268

R. C. Hallberg to W. G. Stuart et ux et al

This Agreement, made this 23rd day of March, 1931, by and between R. C. Hallberg, party of the first part hereafter referred to as the seller and W. G. Stuart and Pearl I. Stuart, husband and wife, and Cecelia Ford, in her separate capacity, parties of the second part hereafter known as the purchasers, Witnesseth:

1. That the above named seller agrees to sell and the above named Purchasers agree to buy the following described property in Skamania County, Washington, and all buildings structures and fixtures of every kind and description located thereon:

Beginning at corner No. 1, a stake located 20 feet south of the south of Trapper Creek, from which corner No. 1 of Lot No. 2 of Government Mineral Springs Summer Homesite Survey, bears N. 78° W 20 feet, thence S 89° 25' E 287 feet to corner No. 2; thence S. 40° E 703.5 feet to corner No. 3; thence S 49° 22' W 549 feet to corner No. 4; thence N. 46° 55' W 613.5 feet to corner No. 5; thence N. 15° 45' E 502 feet to corner No. 1, the place of beginning, containing 10.49 acres more or less.

and also all that personal property particularly set forth and described in the inventory marked "Exhibit A" and attached hereto and made a part hereof, and all of the sellers' rights and interests to the use of said real property under certain permits from the

Government of the United States, dated, respectively, June 25, 1918, and May 6th, 1922, copies of which are hereunto attached, marked "Exhibit B" and made a part hereof, upon and after full payment therefore by the purchasers of the sum of Twenty-Five Thousand, Five Hundred (\$25,500.00) Dollars, upon which purchase price the sum of Three Thousand (\$3,000.00) Dollars, is to be paid on the signing of this agreement and the receipt of which is hereby acknowledged and the balance of the Twenty-Two, Thousand, Five Hundred (\$22,500.00) Dollars shall be paid as follows, to-wit: On October 1st, 1931, \$500.00 and the earned interest on the \$22,500.00 at the rate of 6½% per annum from March 23rd, 1931. On August, 1st, 1932 Five Hundred (\$500.00) Dollars. On October 1st, 1932, Five Hundred (\$500.00) Dollars and earned interest on the unpaid portion of the purchase price at the rate of 6½% per annum. On August 1st, 1933, Seven Hundred Fifty (\$750.00) Dollars and on October 1st, 1933, Seven Hundred Fifty (\$750.00) Dollars and the earned interest on the unpaid portion of the purchase price at the rate of 6½% per annum. On August 1st, 1934, the sum of One Thousand (\$1,000.00) Dollars and on October 1st, 1934 the sum of One Thousand (\$1,000.00) Dollars and the earned interest on the remaining portion of the purchase price at the rate of 6½% per annum and on every and each year thereafter, the sum of One Thousand (\$1,000.00) Dollars or more, on the 1st of August of each year and the further sum of One Thousand (\$1,000.00) Dollars on the 1st of October of each year and the earned interest on the unpaid purchase price at the rate of 6½% per annum until the full sum of Twenty-Two Thousand, Five Hundred (\$22,500.00) Dollars and interest thereon shall have been paid in full.

2. The Purchaser hereby agrees to seasonably pay all taxes and assessments which may hereafter be imposed on the property described and listed herein and to keep the improvements thereon insured against loss by fire in a reliable insurance company in an amount equal to the unpaid balance due under this agreement with loss payable to Seller and Purchaser as their interests appear. All insurance policies to remain with the Seller.

3. That the title to the said property described and listed herein shall be and remain in the Seller until all of the said purchase price, with interest shall have been paid in full but, possession of said property and the right to use the same and collect and use the rents, issues and profits arising therefrom shall be in the purchasers from the date of this agreement, subject, however, to the terms and conditions of this contract.

4. In the event that the purchaser shall make default in any way of the covenants herein contained or shall fail to make the payments mentioned above or any of them, at the time specified or within 30 days thereafter then, the seller shall, at his option declare this agreement null and void and all rights of the purchaser hereunder shall cease and the seller shall have the right to take immediate possession of said property and all payments made hereunder shall be considered to be liquidated damages for such default and for the injury and use of said property.

5. The Purchaser hereunder agrees that they will at all times keep the property in as good or better condition than it now is and all improvements which shall be made shall attach to and become a part of the property covered by this agreement.

6. That the Purchasers will comply with all the conditions and provisions set forth in Special Use Permits from the Government of the United States to the Sellers hereunto attached and marked "Exhibit B" and will make the payments therein specified when the same become due and payable.

7. That the said Purchasers shall not sell, transfer or dispose of any of the property herein, without the written consent of the Seller, save and except the Purchasers shall replace any of the personal property described herein, as the same may become worn

and unfit for use and shall make such necessary additions, enlarge, and repairs in the buildings, structure and fixtures as appear necessary to keep the same in as good condition as they now are.

8. When the purchasers have paid all of the several sums of money mentioned above and complied with the terms of this agreement, then the Seller will deliver ^{to} the Purchasers, such conveyances as are necessary to convey all of the Sellers rights, title and interest in and to the property described above.

9. This agreement shall be binding upon and shall inure to the benefit of the successors in interest of the parties hereto.

In Witness Whereof, the Purchasers and the Seller have signed and delivered this agreement, this 23rd day of March, 1931.

R. C. Hallberg
Seller
W. G. Stuart
Pearl I. Stuart
Cecelia Ford
Purchasers

STATE OF WASHINGTON }
COUNTY OF CLARK } ss

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 23rd day of March, 1931, A. D. personally appeared before me R. C. Hallberg, W. G. Stuart, Pearl I. Stuart and Cecelia Ford, to me known to be the individuals described as sellers and purchasers and acknowledged to me that they signed and sealed the above agreement as their free and voluntary act and deed for the uses and purposes therein mentioned.

(No seal of Notary Public affixed)

Gedric Miller
Notary Public in and for the State of
Washington. Residing in Vancouver,
County of Clark, therein.

Filed for record May 29, 1931 at 2-25 p.m. by W. G. Stuart

Mabel J. Fosse
County Auditor.

#17293

W. A. Arnold et al to J. D. Tennant et al.

1 Note due Oct. 2, 1931	1250.00	to W. A. Arnold
1 - - Dec. 2, 1931	650.00) F. A. tribs
1 - - June 2, 1932	1600.00)
Cash Paid	500.00	

This Agreement made this 2nd day of June, 1931, between W. A. Arnold, a widower, P. S. C. Wills, a single man, owners, and Frank A. Wachter, mortgagee, parties of the first part, and R. H. Barr and John D. Tennant, parties of the second part, witnesseth:

That for and in consideration of the purchase price to be paid as hereinafter provided the said W. A. Arnold and P. S. C. Wills, owners, do hereby agree to sell and deliver to the parties of the second part and the said Frank A. Wachter, mortgagee, hereby agrees to release from the terms of that certain mortgage dated the 1st day of August, 1930, and recorded at page 517, Book "S" of Mortgages, records of Skamania County, Washington, all the merchantable timber standing and being on Lot 3, S $\frac{1}{2}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$, Section 3, Twp. 2 North, Range 7 E. W. M., Skamania County, Washington, said timber to be removed from said premises within two years from the date of this contract.

The said owners further promise and agree to convey unto the parties of the second part and the said mortgagee to release from the terms of said mortgage a right-of-way across said land and across other lands owned by said parties in Sections 2 and 3, township 2 North, range 7 E. W. M. and across the E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 34, Township 3 North,