

of the Company and that some other suitable and proper person to be selected by the parties of the second part shall be appointed Treasurer-Secretary of the company to serve during the balance of the term for which J. C. McCoy was appointed.

It is also mutually agreed that A. C. Coburn, of Yakima, Washington, shall be appointed manager of the company to manage and be in charge of all operations at the mine, subject to the direction of the board of trustees,

It is also agreed and understood that the parties of the first part shall be authorized to purchase 75,500 shares of the capital stock of the company from the treasury of the company at the price of thirty-three and one third cents (\$.3333) per share, to replace the stock which they are selling to the parties of the second part.

In Witness Whereof this agreement is executed this 28 day of May, 1931.

Parties of 2d part  
We accept the above condition  
Amon C. Coburn  
and others.

Parties of the First Part  
B. F. Hofer  
Frank T. Angell  
T. S. McGlothlen  
Ernest Finney  
I. C. Nicholson

Filed for record July 6, 1931 at 9-15 a.m. by Grantee.

*Mabel J. Hofer*  
County Auditor.

#17557

Beacon Lake Corporation to State of Washington.

This Indenture, Made this 21st day of August, A. D. 1931 between Beacon Lake Corporation, by Sam Samson, President; and the State of Washington, Department of Highways.

Witnesseth, That the said party of the first part does by these presents LEASE and DEMISE unto the said party of the second part:

That portion of the northwest  $\frac{1}{4}$  of the northeast  $\frac{1}{4}$  of section 35, township 2 north, range 6 east, W. M., situated northwesterly from the present location of State Road No. 8 as now located and of record in the above named  $\frac{1}{4}$  section. Also that portion of the Northwest  $\frac{1}{4}$  of the northeast quarter of section 35 township 2 north, range 6 East., W. M., owned by the S. P. & S. Railway Company and now under lease to the Beacon Lake Corporation of Stevenson, Washington.

It is guaranteed by the party of the first part that the lease on the land above described and owned by the S. P. & S. and now under lease to the Beacon Lake Corporation of Stevenson, Washington, will continue in force until August 9, 1932. This lease to be effective on and after June 9, 1931 and to continue in force until August 9, 1932.

Receipt is also acknowledged for \$100.00, paid to the party of the first part by the party of the second part by State Warrant 335,205, which shall be full payment for this lease as outlined hereinabove.

With the appurtenances, for the term of June 9, 1931 to August 9, 1932 at the rent or sum of One hundred (\$100.00) and 00/100 Dollars payable in gold coin of the United States of America in advance.

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, that it shall be lawful for the said party of the first part to re-enter the said premises and remove all persons therefrom, and the said party of the second part does hereby covenant, promise and agree to pay the said party of the first part 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 party of the first part, nor assign this lease or any part thereof, without said written consent, and at the expiration of said term, the said party of the second part 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 the presence of (Corporate seal affixed)  
A.E. Bates

Beacon Lake Corporation  
By Sam Samson, President  
Attest Geo. H. Watson, Sec.-Treas.

STATE OF WASHINGTON }  
COUNTY OF CLARK } ss

This is to certify that on this 21 day of August, A. D. 1931 before me M. P. Brislawn a Notary Public in and for the state of Washington, duly commissioned and sworn, personally came Sam Samson to me known to be the President of the corporation that executed the within instrument, and acknowledged to me that he signed the same as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the seal of said corporation.

In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial seal affixed)

M. P. Brislawn  
Notary Public in and for the State  
of Washington, residing at Vancouver  
in said county.

Filed for record 9/22/31 at 11-15 a.m. by grantee

*Mabel J. Samson*  
Skamania Co. Clerk-Auditor.

#17586

A. C. Hitchman et al to Joseph Young et al

This agreement entered into this 22 day of September, 1931, by and Between A. C. Hitchman and Vivian Hitchman, parties of the first part, and Joseph Young, Raymond Graves Burrell Young and C. E. Samson, as parties of the second part;

Witnesseth: That the parties of the first part agree to sell to the parties of the second part, and the parties of the second part agree to purchase from the parties of the first part all of the following described real property located in the County of Skamania, State of Washington, and particularly described as follows, to-wit:

Lot 10, N $\frac{1}{2}$  of NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , N $\frac{1}{2}$  of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 2 town. 4 North range 9 East, W. M., containing 90 acres more or less;

Upon the following terms and conditions:

It is agreed that the purchase price of said land shall be the sum of Two Thousand (\$2000.00) dollars, payable at the rate of not less than Five hundred (\$500.00) dollars per year besides interest at the rate of 6% per annum on all deferred payments;

It is agreed and consented to by the parties of the first part that the parties of the second part shall have the right to cut and remove the timber on the said property and that from the proceeds of the sale of said timber, they are to pay on the purchase price of the within land the sum of Two (\$2.00) dollars per thousand for each thousand feet of timber cut.

It is further agreed that the parties of the second part will arrange with the purchasers of said timber to retain the two (\$2.00) dollars per thousand herein mentioned from any monies paid them from the sale of said timber and permit the purchaser of said timber and authorize said purchaser to pay to the parties of the first part the said sum of Two (\$2.00) dollars per thousand for each thousand feet of timber sold.

It is further understood that although possession is given to the parties of the second part herein, the title to the said property shall remain in the parties of the first part until all of the terms and conditions of this agreement shall have been fully complied with. The parties of the second part are to pay all taxes that may be assessed or levied against the property herein described during the life of this agreement before the same become delinquent.