

Time is the essence of this agreement and if for any reason the parties of the second part do not keep or perform their part of this agreement, then, at the option of the parties of the first part; this agreement shall be null and void and the parties of the first part shall have the right to repossess said property and all payments made thereon are to be retained by them as liquidated damages herein.

It is understood and agreed that while possession is given of said property, the title thereto is to remain in the parties of the first part until the full performance of this contract on the part of the part of the parties of the second part herein.

A. C. Hitchman  
V. C. Hitchman  
Parties of the First part  
Lester J. Hawkins  
Bessie E. Hawkins  
Parties of the Second part.

Filed for record Nov. 7, 1931 at 11-10 a.m. by Mrs. John Potter.

*Mabel G. Sasse*  
Skamania Co. Clerk-Auditor.

#17745

M. B. Stevenson to Geo. F. Breslin

This agreement entered into the First day of December 1931 (Dec. 1st, 1931) between M. B. Stevenson to be known as party of the first part and Geo. F. Breslin to be known as party of the second part to-wit:

The party of the first part M. B. Stevenson, owns a certain tract of land at Cape Horn, Wash. in Section 9 & 16, T. 1 N. R. 5 E. W. M.

For \$1.00 to me in hand paid and other considerations consisting of being allowed to draw water for domestic use, from a certain pipe that the party of the second part, Geo. F. Breslin, wishes to lay across the land of the said M. B. Stevenson, starting at a point on the North line being approximately 200 ft., from what is known as the Ira Elliott home, thence over and across said land of M. B. Stevenson to a point in Lot 4 Sec., 16, T. 1 N. R. 5 E. W., south of the Northbank Railroad track.

It is further and specifically agreed, that the party of the second part Geo. F. Breslin or his heirs and assigns, shall have a right to go on the said property as above mentioned, for the purpose of renewing or repairing the said pipe line, for a period of 50 years.

Thelma Smead,  
Witness.

M. B. Stevenson  
Geo. F. Breslin

Filed for record Dec. 23, 1931 at 5-10 p.m. by Grantee.

*Mabel G. Sasse*  
Skamania Co. Clerk-Auditor.

#17786

R. H. Barr et al to Ray McKeighan

Assignment of Right of Way Agreement:

Whereas, upon the 2nd day of June, 1931, a certain agreement in writing was entered into by and between W. A. Arnold, P. S. C. Wills and Frank A. Wachter, as parties of the first part, and R. H. Barr and John D. Tennant, also known as J. D. Tennant, as parties of the second part, which said Agreement is recorded in Book 3 of Agreements, at page 177 of the Records of Skamania County, Washington, and under and by certain provisions of the said agreement, a certain right-of-way was conveyed to the parties of the second part for a period of five years time, over and upon the following described real estate, situate in the County of Skamania, State of Washington, and particularly described as follows to-wit:

Lot three (3), the south half of the northwest quarter and the southwest quarter of section three (3) in township two (2) north of range seven (7) east of the Willamette Meridian, and also across certain other lands owned by the parties of the first part in sections two (2) and three (3) of said township and range, and also across the East half of the southwest quarter of section thirty-four (34) in township 3 North of range 2 east of the Willamette Meridian.

And, Whereas, on the 12th day of September, 1931, there was made and executed by the Beacon Rock Logging Company, Cape No. 2, R. H. Barr, J. D. Tennant and Jess L. Barr, their certain promissory note payable to the said W. A. Arnold in the sum of Four hundred (\$400.00) Dollars, ninety (90) days after date, with interest at the rate of 8% per annum.

And, Whereas, said note has been assigned to Ray McKeighan,

And, Whereas, the makers of the said note are desirous of having the time of payment of said note extended,

Now, therefore, for and in consideration of the extension of said note for a period of ninety days from its present date of maturity, the said R. H. Barr and John D. Tennant do hereby agree to at once pay ninety (90) days interest now accrued upon said note, amounting to Eight (\$8.00) Dollars, and do hereby assign, set over and transfer unto the said Ray McKeighan, all of their right, title and interest in and to the said right-of-way, by virtue of the agreement herein referred to, without, however, relieving the said R. H. Barr and J. D. Tennant of the obligations undertaken by them in the said agreement for the construction and maintenance of a road upon said highway.

The assignment of the said right-of-way as herein made is for the purpose of securing the payment of the said promissory note herein described and in case said note shall be paid in accordance with its terms, and upon the due date as herein extended, then this assignment shall be null and void, otherwise in full force and effect.

In Witness Whereof, the parties hereto have hereunto set their hands in duplicate this 29th day of December, 1931.

Ray McKeighan  
R. H. Barr  
J. D. Tennant

STATE OF WASHINGTON )  
COUNTY OF COWLITZ ) ss

I, the undersigned authority, do hereby certify that on this 29 day of December, 1931, before me personally appeared R. H. Barr and J. D. Tennant, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this the day and date in this certificate first above written.

(Notarial seal affixed)

Mildred Maaks  
Notary Public in and for the State of  
Washington, residing at Longview, therein.

Filed for record Jany. 20, 1931 at 4-55 p.m. by W. A. Arnold.

*Mabel J. Foss*  
Mabel J. Foss  
Clerk-Auditor.

#17804

Nash, Childrens' Home Society to F. B. Waite.

This Indenture of lease made and entered into this \_\_\_\_ day of September, A. D. 1931, by and between the Washington Children's Home Society, a corporation, a lessor, and F. B. Waite, of Skamania County, as lessee, Witnesseth:

That the lessor leases to the lessee for the term of five (5) years beginning on the 22nd day of April, 1932, and extending up to and including the 21st day of April, 1937,