

who executed the foregoing instrument and acknowledged the same as her free and voluntary act and deed.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

Notarial Seal affixed.

R. M. Wright
Notary Public for Washington
Residing at Stevenson

Filed for record August 23, 1932 @ 11:44 A.M. by C.C. Cree.

Wm. J. Foster - County Auditor

Frank W. Wachtel Deputy

#18212

F. N. Kendall et ux to W. C. Culbertson

Agreement.

This Agreement, made and entered into, by and between F. N. Kendall and Alma N. Kendall, his wife, parties of the first part, and W. C. Culbertson, party of the second part,

Witnesseth, That the first parties, for and in consideration of the covenants and agreements herein contained, agree to sell to the second party, and the second party agrees to purchase from the first parties, the following described real property, to-wit:

(1) Lot four (4) of Section six (6) in Township one north, range six (6) East of Willamette Meridian, Skamania County, Washington, containing, according to U. S. Government Survey, 58.75 acres, less the amount and subject to the amount taken and appropriated by the Spokane, Portland & Seattle Railway, a corporation for its railroad right of way; and also subject to the right of way of the Northwestern Electric Company for its electrical transmission lines, in accordance with the deed recorded in Book "O" on page 253; and also subject to the right of Skamania County for a Road, as conveyed by deed recorded in Book "I" on page 159, records of Skamania County;

(2) The following tract: Beginning at the northeast corner of the southeast quarter of the southeast quarter (the same being a lot containing 36 acres); thence west, three hundred sixty-two (362) feet; thence south three hundred seventy-six (376) feet; thence north 87° 25' east, along right of way of S. P. & S. Ry., three hundred sixty-three (363) feet; thence north three hundred forty-nine (349) feet to the place of beginning, being in Section one (1) township one (1) north, range five (5) East of Willamette Meridian; containing 3-1/7 acres, more or less, according to the above survey in said Skamania County, State of Washington.

Also, all of the furniture, fixtures, and equipment contained on said premises.

It is agreed that the purchase price of said property shall be Thirty-five Thousand Dollars (\$35,000.00), of which One Thousand Dollars (\$1,000.00) shall be paid in cash at the signing hereof, the receipt whereof is hereby acknowledged, and the balance of the said purchase price shall be paid, beginning four (4) years from the date hereof, in instalments of Five Thousand Dollars (\$5,000.00) annually, The first Five Thousand Dollars (\$5,000.00) to be paid on or before the 9th day of September, 1934, until the said purchase price shall be paid in full.

The said balance of the purchase price shall bear interest at the rate of 5% per annum from the date hereof payable semi annually during the said period of four years. Thereafter the said interest accruing upon the balance of the purchase price shall be paid annually at the time of, and in addition to, the payment of said yearly instalments.

It is further understood and agreed that the second party may pay in any amount of the purchase price at any time before the same becomes due as herein provided, and in the event that the entire purchase price is paid on or before one (1) year from the date hereof, the said purchase price shall be reduced to Thirty-two Thousand Five Hundred Dollars (\$32,500.00).

When the second party shall have paid Five Thousand Dollars on the principal, in addition to the initial payment of One Thousand Dollars, he shall, upon request, be en-

titled to a deed of conveyance from the first parties, conveying the said premises to him by good and sufficient warranty deed, warranting the said premises, except as to liens which may have been incurred or suffered by the second party while in possession of the said premises.

It is further understood and agreed that in case the first party should convey the said premises, as aforesaid, to the second party, the second party will cause to be executed by himself and wife, a good and sufficient First Mortgage for Twenty Thousand Dollars (\$20,000.00) on the said premises, and a Second Mortgage for the balance of the purchase price then due, which said Mortgages shall be executed and delivered to the first parties or their order, and shall bear interest at the rate of 5% per annum, and shall be payable in like installments and at such times as herein provided for the payment of the purchase price of the said property.

It is understood and agreed that the second party shall have immediate possession of the said premises, and shall, during the life of this agreement, occupy the same, or, in case he is unable to do so, he will maintain, at his own expense, a care-taker to insure the proper protection of the said premises against depredation or loss.

It is understood and agreed that during the life of this agreement the second party will pay, when the same become due, all taxes which may be levied against the said premises, and will not permit the same to become delinquent, and any and all assessments that may be levied against the said premises.

It is further agreed that the second party will keep the buildings, furniture, and personal property herein mentioned insured in a reputable insurance company, against fire and theft, in such amounts as may be recognized and approved by a reputable fire insurance appraiser. The said policies of insurance are to be issued to the second party, and shall contain a clause making the insurance payable to the first parties as their interest may appear.

The second party agrees to maintain the said premises during the life of this agreement, together with the furniture, fixtures and equipment thereon, in as good or better condition as they are now in, and shall paint the buildings on the said premises on the outside.

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

In Witness Whereof the parties hereto have hereunto set their hands this 9th day of September, 1930.

F. N. Kendall
Alma G. Kendall
Parties of the first part.
W. C. Culbertson
Party of the Second part.

Portland, Oregon, April 8th, 1932. Received from W. C. Culbertson, the sum of One Thousand Dollars as provided in the contract hereto.

F. N. Kendall

Portland, Oregon
April 6th, 1932.

Mr. W. C. Culbertson
Evergreen Hotel
Vancouver, Washington.

Dear Mr. Culbertson:

This will confirm our conversation this morning April 6th with reference to supplementing our agreement dated September the 9th, 1930 with reference to the sale of the property in Skamania County, Washington, known as Kenridge. The purchase price shall be

reduced to twenty (20,000) thousand dollars. You to pay us one (1000) thousand dollars on the acceptance of this letter. An additional payment of five hundred (500) on July first 1932, and an additional payment of five hundred (500) dollars on December thirty first, 1932. In addition in accordance with the original agreement you are to pay all taxes now due since former contract between us or which become due. The rate of interest on the unpaid balance it is hereby agreed shall be reduced to four (4) percent, but interest payments must be made on a monthly basis instead of semi annually as hereto for. The remaining balance of the purchase price shall be payable, in addition to interest, at the rate of fifteen hundred dollars per year semi-annually for the first three year beginning April first 1933, and at the rate of twenty five hundred dollars, semi-annually until paid, thereafter. All other terms and conditions of the original contract shall remain in force. And this letter will serve as a supplement to said agreement.

Very truly yours,
F. N. Kendall
Alma N. Kendall

Accepted: W. C. Culbertson

Paid on Int. 5-13-32 33.33

Filed for record Sept. 15, 1932 at 1-20 p.m. by Mrs. W. C. Culbertson

Mabel J. Jase
Skamania Co. Clerk-Auditor.

Jean Bybee to Cecil Guptill

#18288 Lease

This lease, dated this 21st day of July, 1932, made between Jean Bybee, lessor, and Cecil Guptill, lessee, witnesseth:

That said lessor does hereby lease, let and demise unto said lessee all that real property situate in the County of Skamania, State of Washington, described as follows:

S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 T. 2 N. R. 6 E. W. M., and
E $\frac{1}{2}$ of Lot 11 of Sec., 25 T. 2 N. R. 6. E. W. M.

for the term of the natural life of said lessee, unless sooner terminated at the option of either party hereto. As consideration for this lease, the said lessee agrees to pay and discharge, as the same may become due and payable, all taxes and assessments which may be levied, assessed or imposed upon the premises above described, or upon the improvements now or hereafter to be made or erected thereon; and that he will not assign this lease, nor let or underlet the whole or any part of said premises, without the written consent of the lessor.

It is further understood and agreed that said property is to be developed and improved as a camping ground and resort, the details for the development of which and the expense incident thereto to be more particularly set out in detail in a subsequent agreement in writing between the parties hereto.

It is further agreed that if, for any reason, this lease be terminated during the life of the lessee, or if default be made in the payment of the taxes as above specified, or in the keeping of any of the covenants herein agreed to be kept by said lessee, then it shall be lawful for said lessor, at her option, to terminate this lease, and to re-enter upon said premises and to remove all persons therefrom, and said lessee agrees to peaceably surrender and give up said premises and all improvements thereon.

It is further mutually coventanted and agreed that this lease may be terminated at the time the hereinbefore mentioned subsequent agreement for the improvement and development of the property is entered into, such agreement to be substituted for this lease

Consent to Assign
 Book 3, Page 1939
 Mabel J. Jase, Auditor
 by Nell C. Mitchell, Deputy
 Assignment of lease record of Book 3,
 Page March 27-1939
 Mabel J. Jase, Auditor
 by Nell C. Mitchell, Deputy