

the undersigned, a Notary Public in and for the above named County and State, personally appeared J. ALLEN GILBERT and Lynn Finster and Rose Finster who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and Notarial seal the day and year last above written.

Notarial Seal Affixed.

J.C. McCue
Notary Public for Oregon
My Commission expired 3/3/36.

State of Washington) ss
County of Skamania) I Raymond C. Sly, a Notary Public in and for said State and County do hereby certify that on this 15th day of June, 1933 personally appeared before me A.L. Douglass and Emma Douglass, his wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed.

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

Notarial Seal Affixed.

Raymond C. Sly
Notary Public for Washington residing
at Stevenson therein.

Filed for Record Sept 11 At 8:00 A.M.
By Lynn Finster.

Mabel J. Fosse- County Clerk-Auditor.
By Frank A. Washburn Deputy.

#18823

Preston Ash to Peter Babetos et al

This Indenture of Lease, Made and entered into this 28th day of August, 1933 by and between Preston Ash, party of the first part and Peter Babetos and Spiros Arvanite, parties of the second part, and W. H. Evans, party of the third part, witnesseth;

That the parties of the first and third part, for and in consideration of the rentals to be paid as hereinafter provided, do hereby lease and let unto the parties of the second part the following described real property in Skamania County, Washington, to-wit:

The Restaurant building at the corner of Russel Avenue and Second Street in the Town of Stevenson, now occupied by the party of the third part, said building being situated on Lot 29 Block 7 of the Town of Stevenson,

for the term ending on the 15th day of May, 1937.

And the party of the second part promises and agrees to pay as rental therefor the sum of \$15.00 per month until May 15th, 1935 and thereafter the sum of \$20.00 per month, payable in advance on the 15th day of each month.

All improvements heretofore made on said building, or which may hereafter be made thereon, shall become and remain a part of the realty and shall not be removed, nor shall the party of the first part be liable for the payment or expense of making such improvements; provided, however, that trade fixtures shall be considered personal property, whether attached to the building or not, and may be removed upon expiration of this lease or sooner termination thereof, provided the party of the second part shall not be in default. In case the said party of the second part shall be in default upon termination of the lease such trade fixtures shall not be removed until such default has been made good, and the party of the first part shall have a lien thereon for the amount of such default.

The said building shall not be used for any illegal purposes, or for any business which competes with the present business of the party of the first part.

In case of destruction of said building by fire or other cause beyond the control of the parties hereto, without fault of either of the parties, this lease shall thereby be

automatically cancelled, but the parties of the second part, may at their option continue the same in force as a ground lease for the real property on which said building stands. In such event the parties of the first and third part shall not be required to replace said building or be responsible in any manner for the loss of said building.

The party of the first part reserves the right to replace said building at any time during said term, and for said purpose to tear down and remove said building. In case he elects so to do the parties of the second part shall be given at least 30 days notice of such intention. The party of the first part will thereafter, upon vacation by the party of the second part, proceed immediately with the construction of the new building and prosecute the same to completion within 60 days. Upon completion of said new building the party of the second part shall be given space on the ground floor with entrance upon Second Street, equal in size and convenience with the ground floor of the building hereby leased. And the party of the first part further promises and agrees to pay to the said party of the second part the sum of four hundred dollars (\$400.00) which shall be accepted by the said parties of the second part in full settlement and liquidation for all damages accruing to them by reason of such construction, including the cost and expense of removal, loss of business and inconvenience for said 60 day period.

In case the "Bonneville" Dam project shall be approved by the United States, and actual construction thereon begun within the term of this lease, the party of the first part reserves the right to increase the rental not to exceed, however, a total rental price of \$35.00 per month. By actual construction shall be meant work in preparing for and building said dam, but shall not include engineering or other preliminary work.

The parties of the second part promise and agree to pay said rental punctually and in strict accordance with the terms thereof, and at the end of said term to quit and surrender the said premises in as good condition as the same are now in, reasonable use and wear excepted. But in case of failure to pay said rentals, or to comply with the terms and conditions hereof, the party of the first part may immediately terminate this lease, and evict the said parties of the second part, and/or any persons holding through or under them, from said premises.

Time is of the essence, but waiver of any default shall not be construed as a waiver of any subsequent default.

The party of the third part signs and executes this lease for the purpose of relinquishing any and all rights he now has in said premises, and shall not be bound by any of the provisions hereof except as to such relinquishment. All rentals shall be payable to the party of the first part.

Peter S. Babetos
Spiro Arvanita
E. P. Ash
W. H. Evans

Filed for record October 9, 1933 at 9-00 a.m. by Cust. Melonas

Melonas
Skamania County Clerk-Auditor.

#18834

Hattie L. Brown to C. H. Fisher

Short Term Lease.

Made and executed between Hattie L. Brown of Moffitts, Skamania County, Washington, of the first part and C. H. Fisher of Portland, Oregon, of the second part.

In consideration of the rents and covenants hereinafter expressed, the first party has demised and leased, and does hereby demise and lease to the second parties, or to either of them, the following described parcel of land: