

HARRY HAZARD ET UX TO C. T. SMITH

KNOW ALL MEN BY THESE PRESENTS, THAT HARRY HAZARD AND LOTTIE HAZARD, HIS WIFE, PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE RENTALS TO BE PAID AS HEREINAFTER PROVIDED, DO HEREBY LEASE AND LET UNTO C. T. SMITH, PARTY OF THE SECOND PART, THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

ALL THAT LAND BELONGING TO THE PARTIES OF THE FIRST PART NORTH OF THE MEANDER LINE OF THE COLUMBIA RIVER LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE TO-WIT: BEGINNING AT THE N.E. CORNER OF FRONT STREET AT THE EASTERN TERMINUS THEREOF; THENCE NORTH 45° EAST (APPROXIMATELY TO A HAW TREE 8 INCHES IN DIAMETER STANDING NEAR THE BANK OF KANAKA CREEK) THENCE CONTINUING ON THE SAME COURSE TO A STAKE ON THE WEST BANK OF KANAKA CREEK; THENCE FOLLOWING THE RIGHT BANK OF KANAKA CREEK DOWN STREAM TO A POINT OF INTERSECTION WITH THE CENTER LINE OF THE OLD TRAMWAY LEADING TO THE COLUMBIA RIVER; THENCE FOLLOWING THE CENTER LINE OF THE SAID OLD TRAMWAY TO INTERSECTION WITH THE MEANDER LINE OF SAID COLUMBIA RIVER.

SUBJECT TO LEASE IN FAVOR OF TOWN OF STEVENSON ON ABOUT $\frac{1}{2}$ ACRE.

TO HAVE AND TO HOLD THE SAME FOR A TERM OF TEN YEARS FROM THE FIRST DAY OF JANUARY 1925.

AND THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES TO PAY AS RENTAL THEREFOR THE SUM OF \$50.00 PER ANNUM, PAYABLE IN ADVANCE ON THE FIRST DAY OF JANUARY OF EACH YEAR; SAID PARTY OF THE SECOND PART PAYING THE RENTAL AS AFORESAID MAY HAVE AND ENJOY THE SAID PREMISES FOR THE TERM OF TEN YEARS FROM JANUARY 1, 1925, BUT UPON FAILURE TO PAY THE RENTAL AT THE TIME AND IN THE MANNER ABOVE PROVIDED, THIS LEASE SHALL BE IMMEDIATELY TERMINATED AND THE PARTY OF THE SECOND PART SHALL IMMEDIATELY THEREAFTER DELIVER THE POSSESSION THEREOF TO THE PARTIES OF THE FIRST PART AND WILL RELEASE ALL CLAIM OF THE PARTY OF THE SECOND PART THEREIN OF RECORD, BY EXECUTING AND FILING A QUITCLAIM DEED OR OTHER SUITABLE INSTRUMENT OF RELEASE WITH THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON, BUT SHALL NOT BE HELD FOR DAMAGES BY REASON OF BREACH OF CONTRACT.

IN CASE THE SAID PARTY OF THE SECOND PART SHALL REFUSE AND NEGLECT TO DELIVER UP THE POSSESSION OF SAID PREMISES UPON FAILURE TO PAY THE RENTAL AS AFORESAID AND ----- OR SHALL REFUSE OR NEGLECT TO EXECUTE AND RECORD A PROPER RELEASE THEREFOR, HE SHALL BE LIABLE TO THE SAID PARTY OF THE SECOND PART FOR ALL COSTS AND EXPENSES SUIT OR OTHER PROCEEDING TO EJECT THE PARTY OF THE SECOND PART OR ANY WHICH THE SAID PARTIES OF THE FIRST PART MAY BE OBLIGED TO INCUR BY REASON OF ANY PERSONS HOLDING BY, THROUGH OR UNDER THEM FROM SAID PREMISES, INCLUDING A REASONABLE ATTORNEY'S FEE WHICH SHALL BE DETERMINED BY THE COURT RENDERING JUDGMENT IN SUCH SUIT OR OTHER PROCEEDING AND SHALL BE INCLUDED IN THE JUDGMENT RECOVERED THEREIN TO BE COLLECTED IN THE SAME MANNER AS ANY OTHER MONEY JUDGMENT.

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO THAT UPON DEMAND OF EITHER PARTIES HERETO, A PROPER SURVEY OF THE ABOVE DESCRIBED PREMISES SHALL BE MADE AT THE EXPENSE OF THE PARTY DEMANDING SUCH SURVEY AND A NEW LEASE COVERING THE BALANCE OF THE TERM EXECUTED THEREFOR, UPON THE SAME TERMS AND CONDITIONS PROVIDED HEREIN.

IN TESTIMONY WHEREOF, THE PARTIES HAVE EXECUTED THESE PRESENTS IN DUPLICATE THIS 27TH DAY OF JANUARY 1925.

HARRY HAZARD _____ (SEAL)

LOTTIE HAZARD _____ (SEAL)

PARTIES OF THE FIRST PART

PARTY OF THE SECOND PART. (SEAL)

STATE OF WASHINGTON, (ss.
COUNTY OF SKAMANIA.

I, RAYMOND C. SLY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT ON THIS 28TH DAY OF JANUARY 1925 PERSONALLY APPEARED BEFORE ME HARRY HAZARD AND LOTTIE HAZARD, HIS WIFE, TO ME PERSONALLY KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.

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)

RAYMOND C. SLY
NOTARY PUBLIC FOR WASHINGTON
RESIDING AT STEVENSON THEREIN.

FILED FOR RECORD MARCH 16, 1925, AT 3 P.M. BY MRS. C. T. SMITH

W. A. Mitchell
COUNTY AUDITOR
BY *Raymond C. Sly* DEPUTY

IRA FOSTER TO ED CANOOSE

THIS AGREEMENT, MADE THIS 17TH DAY OF MARCH 1925 BY AND BETWEEN IRA FOSTER, PARTY OF THE FIRST PART AND ED CANOOSE, PARTY OF THE SECOND PART, WITNESSETH;

WHEREAS, THE PARTY OF THE FIRST PART IS THE OWNER OF A ONE HALF INTEREST IN A CERTAIN CONTRACT WHEREIN F. M. MCKELVY AND H. B. SMITH ARE THE PARTIES OF THE FIRST PART AND IRA FOSTER AND HERBERT MOKLER ARE THE PARTIES OF THE SECOND PART, FOR THE PURCHASE OF CERTAIN SAW LOGS, TIMBER AND WOOD LYING AND BEING UPON THE RANCH KNOWN AS THE ATTWELL RANCH NEAR STEVENSON, WASHINGTON, AND

WHEREAS, THE PARTY OF THE FIRST PART HEREIN DESIRES TO TRANSFER AND ASSIGN TO THE PARTY OF THE SECOND PART, ALL HIS RIGHT, TITLE AND INTEREST IN AND TO THE SAID SAW LOGS, TIMBER AND WOOD NOW CUT OR WHICH MAY HEREAFTER BE CUT UNDER AND BY VIRTUE OF THE TERMS OF SAID CONTRACT.

NOW THEREFORE, THIS AGREEMENT WITNESSETH; THAT THE SAID PARTY OF THE FIRST PART DOES CONVEY, ASSIGN, TRANSFER AND SET OVER UNTO THE SAID PARTY OF THE SECOND PART, ALL HIS RIGHT, TITLE AND INTEREST ON AND TO THE SAW LOGS, WOOD AND OTHER PRODUCTS NOW MANUFACTURED OR WHICH MAY HEREAFTER BE MANUFACTURED UNDER AND BY VIRTUE OF THE TERMS OF THE AFORESAID CONTRACT, TOGETHER WITH ALL PROCEEDS FROM THE SALE THEREOF, PROVIDED HOWEVER, AND IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT THE SAID PARTY OF THE FIRST PART SHALL CONTINUE TO PERFORM THE TERMS AND CONDITIONS OF THE CONTRACT ABOVE MENTIONED AND WILL SEASONABLY CUT ALL THE STANDING TIMBER UPON THE PREMISES MENTIONED IN SAID CONTRACT AS PROVIDED THEREIN AND WITHIN THE TIME LIMIT THEREIN PROVIDED AND WILL PLACE THE SAME IN THE BOOMS FOR SHIPMENT AS PROVIDED IN SAID CONTRACT; THAT THE SAID PRODUCE SHALL BE SOLD AND THE SAID PARTY OF THE FIRST PART MAY COLLECT THE PROCEEDS FROM SUCH SALE FROM THE PARTY OR PARTIES TO WHOM THE SAME IS SO SOLD, PROVIDED FURTHER THAT THE SAID PARTY OF THE FIRST PART SHALL AND MAY RECEIVE FROM THE PARTY OF THE SECOND

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