

#18951

W.P. Murray to Jennie B. Pearce.

This agreement made and entered into this 20th day of October 1933 by and between W.P. Murray party of the first part and Jennie B. Pearce party of the second part Witnesseth: That for and in consideration of services to be rendered and certain equipment to be furnished by party of the second part, that the aforesaid party of the first part hereby agrees to furnish the building now in course of construction on Lot # 7 in Block # 3 of the unrecorded plat of North Bonneville Washington, free of charge to said party of the second part and that any profits obtained from the business as conducted therein to be equally divided between the two parties as aforementioned and said parties are to share the operating expenses of such place. Said party of the second part hereby agrees to conduct the business obtained in a business like way and work for the best interests of the two parties herein concerned Party of the first part reserves the right to enter into partnership of the business as so conducted by the party of the second part, and each party is to give their services to the building up of the business.

Party of the first part hereby agrees that if sale or lease is made of the above property or a change is made in the partnership by May 1, 1934 that said party of the second part is to receive the flat sum of Five Hundred Dollars for her services and the use of her furniture and equipment, in addition to the regular monthly profits, and it is hereby understood that all furniture and equipment furnished by party of the second part is not to be included in sale.

Witnessed by:

A.H. Robertson

R.S. Thomson

Signed:

W.P. Murray

Jennie B. Pearce

Mabel J. Fosse, County Auditor

By Frank A. Washburn Deputy

Filed for record Nov .21, 1933 At 8:40 a.m.

By Dan E. Hardin.

#18952

C. L. Gaither to Harold Blake

This Indenture of Lease made and entered into this 25th day of November, 1933, by and between C. L. Gaither, of Husum, Washington, herein referred to as the lessor, and Harold Blake, of Camas, Washington, herein referred to as the lessee, which terms "lessor" and "lessee" shall extend to, include and bind the respective heirs, executors, administrators and assigns of the parties hereto, wherever the context permits or requires

Witnesseth; Whereas, the lessor is the owner of Lot numbered six (6) in Block numbered three (3) Townsite of North Bonneville, in Skamania County, Washington, as platted by Keasey, Hurley and Keady Company, and which said lot is located between the Evergreen, Washington State Highway and a street platted as Roosevelt Street, said lot being 50 x 100 feet in dimensions extending in a general northerly and southerly direction between said streets, and on which said real property the lessor has agreed and does hereby covenant and agree to construct a certain two-story frame building.

Whereas, the lessor desires to lease to the lessee, and the lessee desires to lease from the lessor, the said building except store space 16 x 28 located on east side of building on main floor facing Evergreen Highway, if, as and when the same shall have been so constructed by the lessor upon the said premises, for the terms and on the conditions hereinafter stated. The term building hereinafter referred to shall include all of

building, both stories, except the store space 16 x 28 above mentioned on main floor.

Now, therefore, it is understood and agreed between the parties as follows:

The lessee has deposited with the lessor upon the execution of this lease and the receipt whereof is hereby acknowledged, One Hundred Fifty (\$150.00) Dollars, which said sum is accepted by the lessor as advance payment.

The lessor agrees that he will forthwith commence and push to a rapid conclusion the construction of said building, and that the following specifications for construction shall be observed by the lessor, viz:

The said building is to be 48 x 48 ft. in dimensions, is to face northerly on to Evergreen Highway, is to be set back from the south line of said Evergreen Highway ten feet, and is to be so constructed as to allow a two foot passage way on the west side of said building. The said building is to be of frame construction, suitably and properly wired, with appropriate plumbing fixtures installed and properly connected with a sewage system, which for the present is to consist of either a cess pool or septic tank, or, if, as and when more adequate sewage facilities are available in said townsite, the lessor is to connect the said building with said sewage system, and the lessor expressly agrees that if, as and when water is available by any public or private system that he will forthwith cause all of the plumbing, water and toilet facilities to be adequately and suitably connected with such water system:

The store windows are to be of attractive design, glass fronts; the store window backs are to be of finished lumber; the exterior of said building is to be painted in a first class, workmanlike manner, with a suitable color, in harmony with adjoining buildings; the floors of the building to be a good grade flooring; the roof is to be of substantial construction, adapted to the vicinity, and in general the said building is to be of first-class frame construction.

The lessor covenants and agrees that he will cause the said building to be completed and turned over ^{to} the lessee, as soon as possible.

The term of lease hereby granted is to begin with the first day of January, 1934, and shall extend upon completion of building for a period of three years thereafter, it being understood and agreed that the rentals herein described shall be paid for the period beginning January 1, 1934, and that the rental due prior to January 1, 1934 will be prorated at the monthly rate of \$150.00 per month. The rental to be paid by the lessee and accepted by the lessor is to be One Hundred Fifty (\$150.00) Dollars per month, for each of said months during said three year term, payable as follows:

The \$100.00 paid upon the execution of this lease as advance payment with a balance of Three Hundred Fifty (\$350.00) Dollars to be paid upon completion of said building covers the months of January, 1934, and November, 1934, and December, 1934. The other nine (9) months shall be payable at One Hundred Fifty (\$150.00) each month on the first day of the calendar month; likewise, the rental shall be paid \$300.00 in January of 1935 and 1936 to cover rentals for the months of January and December of each said years, and all other months, during said years at the rate of \$150.00 per month during each calendar month.

It is understood and agreed that this lease may be automatically extended for 1937 and 1938 by the lessee by the payment on the first day of January of each year to the ^{hereby} term/specifically described in the sum of \$300.00 to cover the months of January and December of any extended year, and that upon said payments each year the lease shall be automatically extended for the term of one year, with monthly rentals of \$150.00 per month.

It is expressly understood and agreed that the occupancy of the lessee shall be unrestricted and unlimited and that he, the lessee, may sublet all or any portion of said premises, or that he may assign said lease and all his rights thereunder without the consent of the lessor, always provided that the said occupancy by the lessee, or by his subtenants, or by his assigns, shall be restricted to some lawful business, and that the same will not be sublet or assigned to negroes or undesirable citizens.

The lessee covenants and agrees that he will make all repairs which may be or may be by him deemed necessary for his occupancy, to the interior of the building, and likewise all alterations or changes in the interior of said building which do not substantially affect the general design of said building, and the lessor expressly covenants and agrees that he will keep the outside of said building and the roof in reasonable state of repair during the term of said lease, including the necessary exterior painting at reasonable intervals; that he will at all times maintain the street frontages of said building in proper condition of repair, so as to permit the public and the lessee proper and suitable ingress and egress thereto for commercial purposes and save as expressly stated the lessor shall be under no obligation to maintain said building.

The lessee agrees that if any damage is done to the part of the building leased by him that he will repair or replace same in its original condition. It is agreed and understood that this lease in no way covers any portion of lot not covered by said building, except the two foot passage way on the west side of said building.

It is understood that the lessee is to pay all electric light and water bills on all of building leased by him.

This lease cannot be modified, altered or changed, nor shall either of the parties hereto be held to consent to any modification or change unless such changes be stated in writing and executed by both parties hereto.

Time and the exact performance of all covenants and conditions stated herein are to be of the essence of this contract and this lease is made on the further condition that the lessee will so use the same for lawful purposes, that he will commit no strip or waste, and that he will maintain the interior of said building in a reasonable state of repair, that he will not overload the floors thereof, nor permit objectionable parties or persons to frequent the same, that he will pay the rent as afore-stated, and that if said rent shall be in arrears for the space of fifteen days, then the lessor at his option may declare the said lease cancelled.

In Witness Whereof the parties have hereunto set their hands and seals this 25th day of November, 1933.

Witnessed by:
L. W. Spangler
J. D. Currie

C. L. Gaither (seal)
Party of the First part

Harold Blake (seal)
Party of the second part

STATE OF WASHINGTON }
COUNTY OF CLARK } ss

Be it remembered, that on this 25th day of November, 1933, before me, a notary Public personally appeared C. L. Gaither, to me known to be the identical person who executed the foregoing lease, and he stated to me that he executed the same freely and voluntarily and for the purposes therein stated.

(Notarial seal affixed)

John D. Currie
Notary Public for Washington. My commission expires: 6-23-1936.

Filed for record November 28, 1933 at 11-20 a.m. by C. L. Gaither.

Malaga Rose
Skamania County Clerk-Auditor.