

#19047

Stevenson Wash.
Oct. 19-1933

It is agreed between A.L.Long and Peter Birkland to trade or exchange land 5 acres in Clark Co. Wash. belong to A.L.Long & A.L.Long in exchange to Peter Birkland for all his land east of J.R.Phillips 15 acres located in Skamania Co. Wash. If the Abstract shows good clear Title

In this agreement there is to be payment of one dollar \$1.00

Peder G.Birkeland

Tipo Evanoff Witness

Filed for record Jany. 3, 1934 by Grantor at 11:15 a.m.

Mabel J. Fosse--Clerk Auditor

By Mabel J. Fosse Deputy

#19194

Walter Tol to R. A. Lowe

Whereas Walter Tol of Portland, Oregon and R. A. Lowe of Moffetts Washington as lessor and lessee respectively have heretofore entered into a lease of the premises on the Evergreen Highway in Cascades, Washington, known as Tol's store and appurtenances containing two acres more or less beginning Aug. 1, 1931 and ending Aug. 1, 1936 at the rate of \$12.00 per month rental, and

Whereas R. A. Low, the tenant has added an additional building adjoining the old store and has made improvements thereon which have been paid for in full by the tenant receipts for which will be handed to said Walter Tol within next ten days from date, and

Whereas the parties hereto have agreed to mutually cancel the above lease forthwith and enter into the following lease in its stead and place:

This indenture of lease made this 1st day of December 1933 by and between Walter Tol of Portland, Multnomah County, State of Oregon hereinafter called the lessor and R. A. Lowe of Moffetts, Skamania County, State of Washington hereinafter called the lessee of the following described property situate in Cascades (No. Bonneville) Skamania County Washington:

Land and buildings located, being at a point on the north boundary of the State Highway No. 8 as now located 1774 feet west of the line between sections 21 and 22 in township 2 North range 7 East of W.M. and running thence north to Eagle or Bass Lake; thence westerly along said lake to a point 100 feet west of the last above described line; thence south to State highway No. 8, thence easterly along said highway to a point of beginning containing two acres more or less all in Chenoweth D. L. C in said section 21. Right to lay water mains across said land reserved.

This lease shall run from Dec. 1, 1933 to Aug. 1, 1936 at a rental of \$25.00 per month payable in advance. However the sum of \$12.00 per month only will be charged for the months of December, 1933 and January, 1934. Said payment to be made by mail or in person at the present address of the lessor 432 N E. Jessup Street, Portland, Oregon or at any other address given by the lessor. Said lessee agrees to pay said rent, unless premises shall be destroyed or rendered untenable by fire or other unavoidable accident; to not commit or suffer waste; to not use said premises for any unlawful purpose; to not assign this lease, or underlet said premises, or any part thereof without the written consent of said lessor; and at the expiration of this lease to surrender said premises in as good condition as they now are, reasonable wear and unavoidable casualties, condemnations or appropriation excepted. Upon non payment of any of said rent for ten days after it shall become due, and without demand made therefore; or the breach of

any of the other agreements herein contained, the lessor may terminate this lease and reenter and repossess said premises. Said lessee further agrees to insure said buildings in the sum of \$500.00 Five Hundred Dollars in some reputable insurance company in favor of the lessor and to deliver within the next ten days from date said policy of fire insurance to said lessor, said insurance to be paid for by lessee and to be for the term of this lease. The lessee further agrees to pay the taxes on the grounds when in excess over 1932 which amount is \$8.50 for 1932 on ground taxes. The lessee further agrees to keep gasoline pump operating on the premises, between the store and the Evergreen Highway, the pump to be conspicuous from the highway for the term of this lease. The lessee agrees to refrain from encumbering the premises. The lessee agrees that lessor may build fences on the premises or buildings with any liens or debts. The lessee further agrees that alterations, improvements and changes in the premises or buildings must have the written consent and approval of the lessor, and remains property of lessor.

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Said lessor agrees (said lessee having performed his obligations under this lease) that said lessee shall quietly hold and occupy said premises during said term without any hinderance or molestation by said lessor, his heirs or any person lawfully claiming under them. The lessor may occasionally inspect the premises.

Signed this 1st day of December, 1933 A. D.

Witness: P. J. Malone
Witness: S. M. S (not legible)

Lessor Walter Tol
Lessee R. A. Lowe

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

The above Walter Tol and R. A. Lowe have subscribed the above before me this 1st day of December, 1933.

(Notarial seal affixed)

Samuel M. S (not legible)
Notary Public for Oregon. My commission
expires Sept. 5, 1934

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

No. 12120

I, A. A. Bailey, County Clerk and Ex-officio Clerk of the Circuit Court of the State of Oregon, the same being a Court of record in and for the County of Multnomah, and the keeper of the records and seal thereof, do hereby certify that Samuel M. S (Not legible) whose name is subscribed to the annexed instrument, was at the time of signing and affixing his official seal to said instrument, a duly commissioned, qualified and acting Notary Public of the State of Oregon, residing in Multnomah County, and authorized by the laws of the State of Oregon to administer oaths, take depositions, acknowledgments, proof of deeds, jurats, etc., and that there is of record in the County Clerk's office of Multnomah County, Oregon, his Notarial Commission, together with his signature and impression of his official seal; that I am well acquainted with the handwriting of said Notary Public, and hereby certify that his signature and seal upon said instrument are genuine. I further certify that the annexed instrument is executed according to the laws of the State of Oregon, and that said Certificate is in due form of law.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court this 6th day of Jan. A. D. 1934.

(Seal of Court affixed)

A. A. Bailey
County Clerk and Ex-officio Clerk of the
Circuit Court.

Filed for record February 26, 1934 at 11-20 a.m. by John Tol.

Mabel J. Goss
Co. Clerk-Aud