

#19125

Walter Tol to R. A. Lowe

Stipulation attached to the lease contract as entered into and executed and acknowledged on the first day of December, 1933 between Walter Tol, as lessor, and R. A. Lowe, as lessee, concerning certain real property situated in the Cascades, North Bonneville, Skamania County, Washington, and usually called the "Tol Store".

It is hereby stipulated by the said Walter Tol and R. A. Lowe that the above said lease, in spite of violation of certain term of same by the lessee, is hereby reinstated and now again has the same effect as if su violation did not happen and if no declaration of termination by the lessor on the ground of such violation had intervened herein, and this reinstatement is made in consideration of the promise on the part of Pat Malone, subscribing hereto to pay for and on behalf of the lessee, R. A. Lowe, in lieu of the rental as heretofore agreed upon as follows:

\$25.00 U. S. for the month of January, 1934.
 \$50.00 U. S. for the months of February, March and April, 1934.
 \$60.00 U. S. every month following until the termination of this lease on the first of August, 1936.

The payments to be made on the first of every month in advance, and to be addressed as provided for in the lease.

The lessor, Walter Tol in return for the said consideration of Pat Malone to pay such amounts, herewith gives his consent that the premises involved herein may be occupied by the said Pat Malone and that he may engage and continue to be engaged thereupon in the business as now is carried on on said premises, provided, however, that any such business shall be conducted in proper and orderly manner and is not intended to or will violate any of the laws of the State of Washington or regulations of municipality of other public corporations of which they form or will form a part.

It is hereby also approved by the lessor that said Pat Malone erect certain structures, more particularly, a bungalow, in addition to those which he already has erected upon said premises, provided that the ownership of such structures shall be vested immediately in the title of the lessor and will form an unseparable part of these premises to the benefit of the lessor, and provided that they shall be paid for in full by the said Pat Malone and shall not cause to encumber the premises with a lien.

It is further approved that said Pat Malone employs certain persons to cooperate with him in his business, but ^{it} is definitely understood that Pat Malone, alone, shall remain in full control of the business and exclusive management of this business, and that none of his employees can claim an individual right as to the occupancy of those premises.

In so far as the prompt payment of the above said monthly rentals are concerned, they are deemed to be a part of this lease and if there should be default of more than ten days in such payment, same may be cancelled on the strength of such default, while the present lessee, R. A. Lowe acknowledges that in the event that Pat Malone should violate in some way or other the terms of the lease or of this consent, that he, Pat Malone, is acting as his agent, and that R. A. Lowe will take the consequences therefor.

It is further agreed that upon the termination of this lease, to-wit on August 1, 1936, Pat Malone will have preference to enter with Walter Tol in a new lease regarding these premises upon the conditions and terms as then determined, with the understanding that he shall have preference over anybody else if his terms are similar then to the ones offered in good faith to the lessor, Walter Tol.

January 16th, 1934.

Witness:

(not legible)
Anne BlaumerWalter Tol
R. A. Lowe
F. J. Malone

Filed for record February 26, 1934 at 11-21 a.m. by John Tol

Mabel J. Jasse
Skamania County Clerk-Auditor.

#19212

A. L. Long et ux to F. G. Mauser

Agreement

This Agreement made and entered into this 27th day of January, 1934 between A. L. Long and Bessie Long, his wife, first parties, and F. G. Mauser, second party, witnesseth

That said first parties lease, demise and let unto said second party, his heirs and assigns for the term of three years from date, a tract of land 50 x 100 feet, north and south in the SW corner of Lot 7 of Normandy Tracts in Sec. 15 T. 2 N. R. 7 E. W. M. in Skamania County, Washington, paying therefor the annual rental of \$1.00 per year payable annually in advance, payable on or before the 27th day of January in each succeeding year. Said second parties to have the option to purchase said tract with all improvements by them made at any time on or before the expiration of this lease at the agreed price of \$400.00. Second parties to erect a residence thereon and also have the privilege of erecting cabins thereon if they so desire. Said first party shall remove from said tract within a reasonable time or when notified by second parties so to do, the buildings now located thereon. In case second parties fail to purchase said property as herein provided, all improvements shall revert to first party and this agreement terminate. If said first parties desire to sell their adjoining land during the life of this lease, said second party shall in that case either purchase the property herein described or immediately surrender said premises to the first parties upon said first parties paying second party in full for the full cost of such improvements, if any made thereon by said second party. Said second party shall furnish first parties with duplicate statements of all costs of such improvements at the time they are made.

A. L. Long
Bessie Long
First Parties

F. G. Mauser
Second party.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

I, R. M. Wright a Notary Public in and for said State, do hereby certify that on this 27th day of January, 1934, personally appeared before me A. L. Long and Bessie Long, his wife, and F. G. Mauser to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 27th day of January, 1934.

(Notarial seal affixed)

R. M. Wright
Notary Public for said State residing at
Stevenson, therein.

Filed for record March 6, 1934 at 3-30 p.m. by Mauser Lumber Co.

Mabel J. Jasse
Skamania County Clerk-Auditor