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John Delletiglie et ux to George Tajima

THIS AGREEMENT, made and entered into this 30th day of August, 1934, by and between JOHN DELLETIGLIE and EVA MAY DELLETIGLIE, husband and wife, hereinafter called the lessors, and GEORGE TAJIMA, hereinafter called the lessee,

W I T N E S S E T H :

That for and in consideration of the rentals, covenants and agreements herein-after mentioned to be kept and performed by the lessee, the lessors do hereby let, rent and lease unto the said lessee, the following described real property, to-wit:

The west eighteen (18) feet of Lot five (5), of Block three (3), NORTH BONNEVILLE PLAT in Skamania County, State of Washington.

This lease shall be for a period beginning September 1st, 1934, and shall expire on the 31st day of August, 1935.

As rental for said premises, the lessee promises and agrees to pay the sum of SEVENTY-FIVE (\$75.00) DOLLARS per month on the 5th day of each and every month during the life of this agreement, except as hereinafter provided.

The lessee has paid to the lessors the sum of FIVE HUNDRED TWENTY-FIVE (\$525.00) DOLLARS, receipt whereof is hereby acknowledged, the said sum of FIVE HUNDRED TWENTY-FIVE (\$525.00) DOLLARS being the rental for the month of September, 1934, and for the payment of the rental for the last six (6) months of this lease.

IT IS UNDERSTOOD and AGREED by and between the parties hereto that in the event that the said lessee does not conform to the terms of this lease in all its particulars, and because thereof shall not occupy or use said premises for any reason during the last six months of this lease, then, and in that event, the said lessee shall not be entitled to any return or credit for the last six months' rental so paid in advance.

The said building upon said premises is now in good condition and the lessee promises and agrees to keep said premises in good condition during the life of this lease, and upon the expiration thereof, to deliver the same to the lessors or those having their estate in said premises, in as good a condition as the same is now in, reasonable wear and tear and damage by the elements excepted.

The lessee agrees notto make any alterations or improvements in or to said building or any part thereof without first obtaining the written consent of the lessors, and any improvements so agreed to by the said lessors shall be at the expense of the lessee, and under the supervision and in accordance with the wishes and plans of the lessors.

The lessee agrees not to allow any liens or encumbrances to be placed against said building or premises on account of his use and occupancy thereof, and agrees to comply with all of the laws of the state of Washington and of the United States, and, at his own expense, to operate said business to be conducted in said premises in conformity with all the rules, regulations, laws and orders that may be promulgated or put into effect by either the laws of the state of Washington, or the United

States.

The lessee agrees to use said building for a Japanese Restaurant and social club only, and for no other purpose, and shall not in any manner increase the fire hazard, or use said premises so that the fire insurance rate thereon shall be increased.

The lessee agrees to pay all electric light and water charges, and to keep the plumbing in said premises in a good state of repair.

The lessee shall not assign or sublet this lease to any person, firm or corporation, or to allow the premises to be used or occupied by any other person, firm or corporation, without first obtaining the written consent of the lessors.

IT IS UNDERSTOOD and AGREED by and between the parties hereto that if said building is destroyed by fire or other unavoidable casualties, in excess of fifty (50%) per cent of its sound value, then the lessors at their option, may rebuild or repair the damage or terminate this lease. In case said building is damaged by fire or other unavoidable casualties to the extent of less than fifty (50%) per cent of its sound value, then the lessors shall repair the same. In each case, where the building shall be repaired or rebuilt, after destruction, then the rent during the period of such rebuilding or repair shall abate. If, however, the lessors, should terminate the lease because of this provision, then the rentals paid for the last six (6) months of the lease, which were unearned, shall be refunded.

IT IS FURTHER UNDERSTOOD and AGREED by and between the parties hereto that in the event the lessee does not pay the monthly rentals reserved herein, at the times and in the manner herein mentioned, or shall fail or neglect to perform any of the covenants herein mentioned, to be kept or performed by said lessee, then, and in that event, the lease may be terminated by the lessors, and the lessors shall have the right to re-enter said premises, and must the lessee and the lessee agrees that, in the event of any default as hereinabove mentioned, that he will peaceably and quietly deliver the possession of said premises to the lessors, upon demand and while said default continues.

IT IS FURTHER UNDERSTOOD and AGREED between the parties hereto that the lessors, or their agents, shall have the right at all times to go in and upon said premises herein leased, for the purpose of inspecting the same.

IT IS FURTHER UNDERSTOOD and AGREED between the parties hereto that in the event the United States Government condemns said property for governmental purposes and by reason thereof, the lessee is deprived of the use of said premises through the act of said Government, then, and in that event, all obligations of the parties hereto, under the terms of this lease, shall immediately cease and terminate, and the lessee shall have the right of refund from the lessors of the unearned portion of the sums paid by the said lessee to the lessors covering the last six (6) months of this lease.

IT IS FURTHER UNDERSTOOD and AGREED that nothing herein contained shall be construed to deprive the lessors of any right either at law or in equity for the col-



lection of arrears in rent or for any damage occasioned by a breach of any of the conditions hereinabove mentioned.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, the day and year first hereinabove written.

John Delletiglie (Seal)

Eva May Dellitiglie (Seal)  
Lessors

George Tajima (Seal)

STATE OF OREGON )  
 ) SS.  
County of Multnomah )

BE IT REMEMBERED, That on this 30th day of August 1934, before me, a notary public in and for said county and state, personally appeared the within named JOHN DELLETIGLIE and EVA MAY DELLETIGLIE, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year last above written.

(Notarial Seal ) James F. Powers  
Notary Public for Oregon My Commission expires 12/29/37

STATE OF OREGON, )  
 ) SS.  
County of Multnomah)

BE IT REMEMBERED, That on this 30th day of August 1934, before me, a notary public in and for said County and State personally appeared the within named GEORGE TAJIMA, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year last above written.

(Notarial Seal Affixed) James F. Powers  
Notary Public for Oregon, My Commission expires 12/29/37  
Filed for record August 31, 1934 at 4-12 p.m. by George Tajima.

*W. H. J. J. J.*  
Skeamania, County Clerk-Auditor

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C.L.Gaitner to John Delletiglie

THIS AGREEMENT made the 18 day of December 1933, between C. L. Gaitner of Husum, Washington, party of the first part and John Delletiglie of the Delles, Oregon, party of the second part.

WITNESSETH

That whereas the party of the first part is owner of Lot (6) six Block (3) three of the townsite of North Bonneville, Skeamania County Washington, as platted