

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 4th day of February , 1935, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Clark C. Van Fleet to me known to be the Assistant Division Manager of the Shell Oil Company, the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notarial Seal Affixed.

Herschel F. Fullerton
Notary Public in and for King
County, residing at Seattle, Wn.
My Commission expires 2/7/37

Filed for record March 22, 1935 at 1:04 p.m.
By F.L.Lee.

Mabel J. Fosse
Skamania County, Clerk-Auditor.
By Frank A. Wacker Deputy.

#20563.

C.L.Gaither et ux To J.S.Connolly et ux.

This indenture made and entered into by C.L.Gaither and Nettie B. Gaither, his wife parties of the first part, and J.S.Connolly and Dorothy Connolly, his wife, parties of the second part, WITNESSETH:

That the parties of the first part for and in consideration of the rentals to be paid as hereinafter provided, do hereby lease and let unto the parties of the second part that portion of the Roosevelt Hotel building known as the card room situate upon lot 6 in Block 3 of the unrecorded plat of the town of North Bonneville, Skamania County, State of Washington, (being more particularly described by metes and bounds in the conveyance therefor from the Moffetts Hot Springs Company to the parties of the first part, reference to which is hereby made,) for the term of two (2) years from the 3rd day of April, 1935. The said parties of the second part promise and agree to pay as rental therefor the sum of Thirty-five and 00/100 (\$35.00) Dollars per month. payable in advance on the 3rd day of each month.

It is understood and agreed that this lease shall also cover and include all furniture and fixtures within the said room provided, however, that the parties of the first part shall retain the possession and use of the bar fixtures and shall have the right to conduct for the term of ninety days the business of selling beer and soft drinks within said room and provided further that as soon as the parties of the second shall have obtained a license for the sale of beer they shall have the right to take over and conduct said business therein and the fixtures above mentioned and excepted shall in such event become subject to the terms and conditions of this lease.

It is understood and agreed that the parties of the second part shall before delinquency pay all light and power bills which may be a charge against the said room and that they will furnish and provide a separate connection and a separate meter so that there will be no charge against the parties of the first part or against the building for and on account of the light and Power .

It is further understood and agreed that the room hereby let and leased adjoins property owned by the parties of the second part and that for convenience there has been constructed a passageway between the two buildings and that a double window has been

removed from the building of the parties of the first part for the purpose of effecting such passageway. Upon termination of this lease from any cause the parties of the second part promise and agree to re-place the said window and enclose the said passageway so that the building of the parties of the first part shall then be in the same condition as before the construction of said passageway.

The parties of the second part promise and agree to keep the said room in as good condition as same is received and at the end of the term to quit and surrendered the same in as good condition as received ordinary wear and use excepted.

In case of destruction of the building by fire or other cause beyond the control of the parties of the first part these presents shall be immediately terminated and no right to collect damage shall accrue to the parties of the second part by reason thereof.

Should the parties of the first part sell the said property to a bona fide purchaser, then and in that event, this lease shall be terminated upon thirty (30) days notice to the parties of the second part. It is understood and agreed, however, that the parties of the second part have constructed their building partially upon the property belonging to the parties of the first part and have used the wall of the building of said parties of the first part as a party wall and the right to so use said party wall is hereby granted for the term of two (2) years from the 3rd day of April, 1935.

It is further understood and agreed that any sale consummated by the parties of the first part for the building in which the leased room is located they will also sell at the same time and to the same purchaser or to some other bona fide purchaser the adjoining property belonging to the parties of the second part for a consideration of not less than \$681.00 either for cash or upon the same terms and conditions as the property of the parties of the first part is sold, and the parties of the first part are hereby granted the right and authority to make and consummate such sale, but the right hereby granted shall not prevent the parties of the second part from selling their said property at any time prior to the consummation of the sale above mentioned.

This lease shall be binding upon the parties hereto, their heirs, administrators, executors and assigns, but no assignment hereof or sub-lease of said premises, or any part thereof, shall be valid without the consent in writing of the parties of the first part.

Time is of the essence of this agreement but acceptance of any installment of rent or waiver of any default in the covenants hereof, or any of them, shall not be construed as a waiver as to any subsequent default.

The parties of the second part shall have the right to the peaceable possession of said premises so long as they shall pay the rentals aforesaid and shall keep and perform the conditions of this lease, but in case of default in payment of the said rentals at the time the same are due or in performance of any of the terms and covenants herein contained, then and in that event the parties of the first part may immediately terminate this lease and take possession of said premises and evict the parties of the second part or any person or persons holding by, through or under them from said premises.

IN TESTIMONY WHEREOF the parties hereto have hereunto set their hands and seals, in duplicate, this ____ day of April, 1935.

C.L. Gaither (Seal)
Mrs. C.L. Gaither (Seal)
Parties of the first part.

J.S. Connolly (Seal)
Dorothy Connolly (Seal)

(Not at Seal Affixed)

State of Washington)
County of Skemaia) ss.

I. L.H. Lowe, a Notary Public in and for the County and State,

do hereby that on this 8 day of April, 1935, personally appeared before me C.L. Gaither and Nettie B. Gaither, his wife, and J.S. Connolly and Dorothy Connolly, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8 day of April, 1935.
 Filed for record April 12, 1935 at 10:30 a.m. L.H. Lowe
 Notary Public for Washington,
 residing at Stevenson therein.
 By Dorothy Connolly.

#20583

Walter Tol et ux et al To The Public.

W. Tol
 432 N.E. Jessup Str.
 Portland, Oregon.

Portland, Ore. June 7 1934.

AGREEMENT.

Between Walter Tol and his wife, Johanna Tol of Portland Oregon and Maurice Remington of North-Bonneville, Washington.

1. That Walter Tol, his wife, Johanna Tol and Maurice Remington herewith enter into partnership to engage in lawfull business at North-Bonneville, Wash. on the South of Moody Ave., to the Evergreen Highway on which are located: A store bldg., barroom, garage, hotel and two gasoline pumps.
2. That this partnership is based on stockholding of \$10.00 each of which One hundred shares are available.
3. Shares can be obtained: From wages, from unpaid rent and with cash money.
4. Stock is available to John Tol of North-Bonneville, under provision of Art. 2 and Art. 3. Then John as stockholder may take charge of part of the business and he is subject to this agreement, to be signed by him.
5. Stock is payable after five years from this date, June 7 1939.
6. In the months of October and April, inventory and financial statement is made, to determine the value of the shares.
7. No dividend is paid out untill the shares are worth \$12.00 each. After that, half of the profit goes in the treasury to increase the value of the shares and the other half to be dividend.
8. If anyone retires, his share may be paid out, if convenient at value of last semi-annual financial statement. Otherwise according to Art. 5
9. If after five years the business is continued, the shares are not redeemed, but take another term of 5 years.
10. Money or material, furnished by one of the partners, will give him credit for that amount and draw interest of 5% per year. this will be paid back at first opportunity with interest, but it can not be claimed till the expiration of this agreement, June 1939.
11. Equipment, bought by one of the partners on installment, remains the property of the buyer, untill the Company has paid up with interest. In case the buyer makes personell payment, this is advanced money and draws interest at 5% per annum.
12. Loaned money or part thereof in the name of one of the partners and delivered and charged to the Company, must be paid back by the comp. with the interest. Eventual buying of equipment for that money gives the purveyor of that money title of ownership of said equipment, untill the comp. has paid up. In case the purveyor himself makes payment on that loan, this is advanced money and draws interest at 5% per annum.
13. Wages for partners in charge is \$60.00 per month, it may be increased when expenses and profit is made.