

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.

14. The rental is \$60.00 per month with discount of 1/3 part, leaving \$40.00, payable the first of each month, is delinquent after the 10th of the month to be paid to W. Tol at his residence by mail.

15. Fire insurance for \$2000.00 on the buildings, improvement and building is to be paid by the company. Any such improvement or building will immediately invest title to the owner, W. Tol. No building, improvements or changes are allowed without the written consent of the owner. The Company must keep the buildings in repair and all expenses must be paid by them and not to be charged to W. Tol.

16. The partnership will dissolve: By failure in business, when two partners agree to do so; in case of mismanagement and neglect of business and in case of breach of this agreement.

17. In case of sale of the property, this agreement is canceled with the understanding: That all debts be paid off with interest that the shares be paid off after inventory and financial statement is made out. Plus a bonus of \$25.00 per share.

18. The active partners must perform their duties in business. Amongst them are enumerated:

1. To keep books and stock up to date.
2. To keep buildings and around tidy and orderly.
3. To build up trade by correct and courteous service and tending to the business at the proper hours.
4. To handle the funds of the company accurately and to the approval of the partners.
5. To have written approval of the partners in important transactions.

19. Walter Tol will have the auditing of the books and the business. A carbon copy of the receipts and the expenses will be mailed to him every Friday.

20. When two partners disagree, the third partner may agree with one of them and the majority carries the subject. In case all disagree, nothing can be accomplished.

21. After the rent is delinquent too much, the owner, Walter Tol and his wife Johanna Tol, have the right to re-enter and repossess the premises and therewith this agreement is cancelled and the partners in charge must move out and vacate the premises.

22. At the expiration of the term of this agreement of partnership, debts are to be paid, Stock and equipment to be sold, financial statement to be made out and the shares to be redeemed with the balance of the money.

In witness whereof the parties to this agreement, have hereunto set their hands and seal this day, June ____ of the year 1934.

Walter Tol
Walter Tol

Filed for Record April 16, 1935. at 11:23 A.M.
By Walter Tol.

Johanna Tol
his wife Johanna Tol.

Maurice Hemington
Maurice Hemington

John Tol

Mabel J. Fosse,
Skamania County, Clerk-Auditor.

By Frank W. Wachtel
Deputy

#20552

W.P.MURRAY et ux To R.J.Alcorn.

LEASE.

THIS INDENTURE, Made this 8th day of April in the year of our Lord one thousand Nine hundred and thirty-five BETWEEN W.P.MURRAY and Julia Murray, husband and wife, of North Bonneville, Washington, as lessors, and R.J.Alcorn of the same place as lessee, WITNESSETH, That the said lessors do by these presents lease and demise unto the said lessee, and the said lessee does hereby hire and take from the said lessors, certain premises located