

#20664

Fay I. Palmer To Columbia Construction Company.

AGREEMENT

This Agreement, entered into this 29 day of April, 1935, by and between Fay I. Palmer, party of the first part and Columbia Construction Company, a corporation, party of the second part,

WITNESSETH: That, Whereas, the parties of the second part have acquired title to the following described property located in Skamania County, Washington, to-wit:

Lots Five (5), and Thirty-four (34), Block One (1), Bender Addition to North Bonneville, all the same lying and situated in the County of Skamania, State of Washington,

from Joseph S. Storagee and wife, and

Whereas, the party of the first part holds a Conditional Sales Contract on said property for the purchase thereof, said Contract being hereto annexed and made a part hereof by reference and

Whereas, it is the intention and desire of the parties of the second part to recognize and honor said contract and the rights of the party of the first part in and to said property.

Now, Therefore, for and in consideration of the value received each from the other, it is hereby agreed that the amount of Twenty-Five (\$25.00) Dollars, payable each month mentioned in said Contract be and the same is hereby amended to read Ten (\$10.00) Dollars per month, otherwise, the said contract to remain in full force and effect as the same is written. It is also understood herein that the party of the first part has executed in favor of the party of the second part a certain Easement to erect and maintain, and operate on said property and thereover, certain cables as it may deem necessary and proper to guy the tower constructed by the party of the second part on adjacent premises and that said easement is to remain in full force and effect as prepared, save and excepting, that the last sentence thereof, to-wit: "to have and to hold the same unto said Columbia Construction Company, its successors and assigns forever" be eliminated therefrom. It is further understood and agreed as a part of the consideration herein that the parties of the second part will remove all cables on said premises or passing over said premises within one year after the completion of the Bonneville Dam.

Fay I. Palmer,
Party of the First Part.

Columbia Construction Company

By, R.V. Wall
Party of the Second Part.

State of Washington)
: ss.
County of Clark)

On this day personally appeared before me, Fay I. Palmer, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of April, 1935.

(Notarial Seal Affixed.)

Dan E. Hardin
Notary Public for the State of Washington,
Residing at Vancouver, therein.

State of Washington)
: ss.
County of Skamania

On this day personally appeared before me R.V. Wall to me known to be the Office Manager of the Corporation that executed the within and foregoing instrument, and acknowledged 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 and that the seal affixed in the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 30 day of April, 1935.

Notarial Seal Affixed.

Raymond C. Sly
Notary Public for the State of Washington
Residing at Stevenson, therein.

Real Estate Contract.

COPY

IT IS HEREBY AGREED BY AND between Joseph S. Storagee and Luville Storagee, his wife, by Joseph S. Storagee, her attorney in fact, the parties of the First part and Fay I. Palmer, party of the second part, that the said parties of the first part will sell to the party of the second part, and the party of the second part will purchase of the said parties of the first part the following described real property, more particularly described as follows:

Lots Five (5), and Thirty-Four (34), Block One (1), Bender Addition to North Bonneville, all the same lying and situated in the County of Skamania, State of Washington, with the appurtenances thereunto belonging, on the following terms:

1st. The purchase price for the said real property is the sum of Four Hundred Twenty-Five Dollars (\$425.00) of which the sum of Ten Dollars (\$10.00) has been paid, receipt whereof is hereby acknowledged by the said parties of the first part; and balance thereof to be paid as follows: Ten Dollars (\$10.00) on the 9th day of March, 1935 and a like sum namely, Ten Dollars (\$10.00) on the 9th day of each month and every month thereafter for a period of Ten (10) Months, and thereafter at the rate of Twenty Five Dollars (\$25.00) per month upon the 9th day of each and every month until the whole thereof shall have been paid, together with interest upon the unpaid balance at the rate of six per cent per annum; and provided that any or all payments may be made in advance.

2nd. The parties of the second part shall pay all taxes and assessments which may be levied or may accrue against said property, or any part thereof, from this day.

3rd. The parties of the first part will furnish title insurance by Puget Sound Title Insurance Company and said land to be conveyed by a good and sufficient deed containing the usual covenants of warranty, excepting therefrom any liens, incumbrances, taxes or assessments accruing after this date imposed by the party of the second part; said deed to be made after the final payments as stated above shall have been made.

4th. Time is the essence of this Contract, and in case of failure on the said party of the second part to make either of the payments or perform any of the covenants on his part, this contract shall be forfeited and determined at the election of the said parties of the first part; and the said party of the second part shall forfeit all payments made by her on this contract, and such payments shall be retained by the said parties of the first part in full satisfaction and liquidation of all damages by them sustained; and they shall have the right to re-enter and take possession of said lands and premises and every part thereof.

5th. All buildings and improvements shall be and remain a part of the realty until the whole of the purchase price shall have been paid.

IN WITNESS WHEREOF, We have hereunto set our hands and seals in duplicate the day and year first above written.

Parties of the) Joseph S. Storagee
First part) Lucille Storagee

By Joseph S. Storagee
Her attorney in fact.

Party of the)
Second Part) Fay I. Palmer.

Filed for record May 7th, 1935 at 3:50 P.M.
By R.C.Sly.

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

By Frank A. Wachter
Deputy.

#20683

Anna Monaghan To R.W.States.

This Indenture of Lease made and entered into this 30th day of April, 1935, by and between Anna Monaghan, a widow, party of the first part, and R.W.States, party of the second part, Witnesseth:

That the party of the first part, for and in consideration of the rentals as herein-after provided, does hereby lease and Let unto the party of the second part, the following described real property in Skamania County, Washington, to-wit:

The NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and Lot 4 Sec 28 Tp 3 N.R.8 E.W.M., lying south of the S.P.&S.Ry right of way;
Also an undivided one half interest in and to the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec 28 tp 3 N R 8 E. W.M., lying South of the said railroad.

Subject to option to acquire gravel grant to O. Colistro, as recorded at page 273 book 3 of agreements and Leases, Skamania County, Washington, records. for the term of one year from date.

The party of the second part promises and agrees to pay therefor as rental, the sum of \$75.00 per annum, payable in advance.

The party of the first part shall forthwith construct a three-wire barb cattle fence on the East and West end of said property, and the said fence shall, during the term of this lease, be maintained by the party of the second part.

The party of the second part shall have the right to take and cut all standing and down timber excepting that timber standing above the high-water mark, and shall also have the right to cut and take all drift wood upon said premises. This right, however, to be confined to that portion of the above described property in which the property of the first part has the full legal title, and not to that part to which she leases an undivided one-half interest, unless the party of the second part obtains a right to take such timber from the owner of the other undivided one-half. In which case, he may take any timber standing upon the flood lands thereon.

The party of the second part shall and may have the option to renew this lease from year to year upon the same terms, not exceeding an additional term, however, of two years, provided that in case the said property shall be flooded by the United States Government within three years from the date hereof, then and in that event, the option hereby granted or any lease or extension of this lease hereafter made, shall be thereby terminated and all rights hereunder shall cease and be determined without any action of damage against the party of the first part, her heirs or assigns therefor.

At the end of the said term the party of the second part will peaceably quit and surrender said premises.

In testimony whereof the parties have hereto set their hands the day and year first above written.

Anna Monaghan
R.W.States.

The undersigned join to confirm the foregoing as to their residuary interest under the will of Thomas H. Monaghan, Deceased.

Margaret P. Ziegler
T.O.Monaghan.