

BOOK 3 of AGREEMENTS AND LEASES

#21099

W. G. Stuart et ux et al to R. C. Hallberg et al

Release of Interest.

For a valuable consideration to us in hand paid in receipt of which is hereby acknowledged, we hereby SELL, ASSIGN and TRANSFER all our right, title and interest in and to the property, both real and personal described in the said Contract entered into on the 23rd day of March, 1931, by R. C. Hallberg and ourselves, to Haseldorf Invest. Co.

Dated this 23 day of March, 1931.

W. G. Stuart
 Pearl I. Stuart
 Cecelia Ford

STATE OF WASHINGTON)
 COUNTY OF CLARK) ss

I, the undersigned Notary Public of the State of Washington, do hereby certify that the persons known to be as the following named W. G. Stuart, Pearl I. Stuart and Cecelia Ford; appeared before me and acknowledged that they signed the above release of Interest as their free and voluntary act and deed, for the uses and purposes therein named.

Dated this 23 day of March, 1931.

(Notarial seal affixed)

Cedric Miller
 Notary Public, residing in Vancouver,
 County of Clark.

Filed for record August 8, 1935 at 11-18 a.m. by Grantee.

Mabel J. Fosse
 Skamania Co. Clerk-Auditor.

#21227

LEASE

This indenture, made and executed this 1st day of August, 1935, by and between Lee Wing, Lessor, and N. & R. Murray, doing business as Bonneville Furniture Exchange, lessees.

WITNESSETH, That the said lessor does hereby lease, demise and let to the said Lessees that certain Store Building now occupied by them and situate on E ½ of Lot No. 2 of Block 1 of Bonne Vista Addition to the Town of North Bonneville, Skamania County, Wash., for the term of two years from and after the said 1st day of August, 1935, at the monthly rate or rental of \$35.00 payable in advance on the 1st day of each and every month during said term, and if not so paid and if said rent be in default for a period of ten days or more then the said Lessor may at his option cancel said lease and or take all lawful means to cancel same and to dispose said Lessees.

The said Lessor agrees to keep said building in good repair, and the roof thereof, during the term of this lease. The said Lessees agree on their part not to misuse said building or to permit unnecessary waste on said premises and to deliver the same at the end of said term to the Lessor in as good condition as the same are now in, less ordinary wear and tear. That the said Lessees agree to use premises only for lawful purposes and to permit only the minimum amount of fire hazard and to allow or use therein no explosive or highly volatile liquid. It is further agreed that lessees shall have the option to purchase said building and lot for the sum of \$1,000; that the rent paid for July, 1935, and the first six months under this lease shall be applied on said option which may be exercised at any time within said six months period.

Witness the hands and seals of the said parties this 1st day of Aug. 1935.

Lessor

N. Murray

Lessees

R. Murray

Lee Wing

State of Washington }
County of Skamania. } ss

This is to certify that on this 1st day of August, 1935, personally appeared before me, a Notary Public, in and for said State, duly commissioned and sworn, Lee Wing and N. Murray and R. Murray, to me known to be the individuals who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and seal the day and year in this certificate first above written.

(Notarial Seal affixed)

Oscar G. Heaton
Notary Public in and for the State
of Washington, residing at N. Bonneville, Wash.

Filed for record September 3, 1935 at 9-50 am. by Grantee.

Mahel J. Esser
Skamania Co. Clerk and Auditor.

#21228

Frank Birkenfield et ux to S.R. Birdwell

THIS AGREEMENT, made and entered into this 23rd day of August, 1935, by and between Frank Birkenfield and Ruth Birkenfield, husband and wife, first parties, and S.R. Birdwell second party, witnesseth:

Whereas, said first parties have mortgaged to second party, eight grade Guernsey cows and one Guernsey bull, each of said animals with right cropped ear, and all now in possession of first parties at Home Valley, said County and State, to secure the payment of their note of even date herewith, in the sum of \$547.00, payable to second party, and;

Whereas the second party requires additional security for the payment of said note, the first parties in consideration of the benefits to accrue to them, hereby pledge to the second party, Chilean Government Bonds of the face value of \$3000.00, said bonds to be held in escrow by the Bank of Stevenson until said debt, together with interest, costs and expenses incident thereto has been fully paid and satisfied at which time said bonds shall be released from the obligation and returned to first parties.

It is agreed that in case said debt has not been so discharged on or before the 23rd day of August, 1936, then and in that event, the said Bank of Stevenson shall deliver said bonds to the second party, who may at his option sell the same and out of the proceeds retain sufficient to discharge said debt in full, and the overplus, if any, pay over to first parties, and should the proceeds from the sale of said bonds be insufficient to fully discharge said debt, second party shall have recourse to said chattel mortgage for any deficiency remaining due him.

Said second party agrees that in no event will he dispose of said bonds until after the expiration of one year from date hereof, and not then until after first giving notice of his intentions of so doing, in order that first parties may have a last chance to discharge said debt by other means.

The first parties agree that should the Government pay them for flowage easment by reason of the Bonneville Dam at any time before said debt becomes due, that they will immediately, from such proceeds, pay the second party in full and discharge the debt owing him, and when such debt together with interest, costs and expenses incident thereto, has been so discharged, said Bonds shall be surrendered to the first parties.

A copy of this agreement in possession of said Bank shall be sufficient authority for it to act as herein set out.