

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.

Dated and executed in quadruplicate this 23rd day of August, 1935.

Witnesses:

R. M. Wright

Frank Birkenfeld

Ruth Birkenfeld  
First Parties.

S.R. Birdwell  
Second Party.

Filed for record September 3, 1935 at 10-58 a.m. by Grantee.

*M. A. G. S. S.*  
Skamania County, Clerk-Auditor.

#2123A

# LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Florence Seiffert and Paul Seiffert her husband, hereby lease unto A. C. Gaines, the following described real estate lying and being in the County of Skamania and State of Washington to-wit;

Beginning at a point on the Southerly line of the Evergreen Highway that is South 1257 and West 38.93 feet from the Common corner of Sections 15, 16, 21 & 22, in Township 2 North of Range 7 East of the Willamette Meridian in Skamania County, Washington, thence North 81° 00' North along said Highway 850 feet, thence North 99° 51' West along said Highway 740 feet to the true point of beginning; thence North 79° 51' 35 feet; thence South 10° 09' West Ten feet; thence South 79° 51' East 35 feet and thence North 10° 09' East ten feet to the place of beginning.

For the term of three year from the 21st day of August, 1935 to the 21st day of August, 1938 at the annual rental of One Dollar per year payable annually in advance.

And second party agree to rent to first party the said premises at the monthly rental of \$23.06 per month.

Second party agree to install two Gasoline pumps on said premises and two one thousand gallon gas tanks. First party is to have the use of said tanks but upon the termination of this agreement or this lease second party may remove the said pumps and tanks.

First party is given the option to purchase said tanks and cancel the lease at any time upon the payment to second party of the sum of \$725.00.

In case first party exercises their option and purchase said tanks then all the monthly payments of rental on said property shall be credited on the said purchase price thereof. In case said first parties shall fail to make any of the monthly payments of \$23.06 and after 30 days notice to pay, second party may remove the said tanks and all payments shall be kept by said second party is rental.

Time is of the essence of this agreement,

IN WITNESS WHEREOF, all parties have hereunto set their hands and seals the day and year above first written August 21st, 1935.

Paul Seiffert

Florence Seiffert

A. C. Gaines

State of Washington }  
County of Skamania } ss

Know all men that on this 21 day of August, 1935, before me L. H. Lowe A Notary Public in and for said County and State personally appeared Florence Seiffert, Paul Seiffert and A. C. Gaines, known to me to be the persons who are described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same for the uses and purposes therein set forth.

(Notarial seal affixed)

L. H. Lowe  
Notary Public