

to be the individual described in and who executed the within and foregoing deed poll, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7 day of March, 1936.

(Notarial seal affixed)

G. W. Shoemaker
Notary Public for Oregon, Residing
at My Commission expires Feb.
19th, 1940/

Filed for record March 13, 1936 at 11-05 a.m. by Raymond C. Sly.

Mahaffey
Skamania Co. Clerk-Auditor.

#21999

O. Colistro to John H. Proll

ASSIGNMENT

For and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable considerations in hand paid by John H. Proll to O. Colistro, receipt of which is hereby acknowledged, the said O. Colistro hereby transfers, sells and assigns to the said John H. Proll an undivided one-half interest in and to that certain agreement dated the 12 day of July, 1934, entered into between Annie F. Monaghan and Thomas O. Monaghan and Margaret Ziegler as first part and O. Colistro as second party, which said agreement is hereto attached and made a part of this assignment.

Witness my hand and seal in duplicate this 16th day of July, 1934.

In presence of:

F. C. Hanley

O. Colistro (Seal)

Filed for record March 17, 1936 at 5-00 p.m. by Grantee.

Mahaffey
Skamania Co. Clerk-Auditor.

#22057

H. V. Rominger to F. R. Frazer

Underwood, Washington
February, 3, 1936

This agreement entered into this 3rd day of February, 1936 by H. V. Rominger, herein after known as the Party of the First Part and F. R. Frazer, herein after known as the Party of the Second Part, Witnesseth:

That the Party of the First Part leases to the Party of the Second Part for a term of three years from date his orchard situated about 3 miles West of Underwood, Washington on Evergreen Highway under the following terms and conditions:

The Party of the Second part agrees to pay the party of the first first part \$75.00 rental for the first year, \$37.50 to be paid June 1, and \$37.50 to be paid September 1, 1936.

For the second and third years rental to be \$100 yearly, \$50 to be paid June 1, and \$50 September 1 of each year.

The party of the first part reserves all apples grown on place, disposition of cherries to be determined latter by agreement of both parties of this contract. All other crops grown to be the property of party of the first part.

The party of the First part agrees to waive all rights to crop to Federal or other Agency to enable party of Second part to finance production of crop.

The party of the second part agrees to spray, cultivate and prune trees when necessary and to care for orchard in a workmanlike manner.

The party of the first part retains use of all buildings on land. The party of the

second part is granted permission to use part of Packing shed 1 storing boxes and fruit when necessary.

The party of the second part to have part of water in cisterns for spraying.

H. V. Rominger

A. B. Rominger

F. R. Frazer

Filed for record March 30, 1936 at 9-45 a.m. by Grantee.

Mahlon Case
Skemania Co. Clerk-Auditor.

#22093

Ed Barnett to Rudolph Hegewald et al

CONTRACT

This agreement, made and entered into this 27 day of June, 1935, by and between Ed Barnett, hereinafter called and referred to as the "Owner", and Rudolf Hegewald and G. W. Hegewald, hereinafter called and referred to as the "Operators", Witnesseth:

That whereas the Owner now owns and possesses certain sawmill machinery and the Operators are desirous of entering into a contract to rent the said sawmill equipment,

NOW THEREFOR IT IS AGREED by and between the parties hereto that the Owner will lease and rent unto the Operators the following equipment, to-wit:

One 11 inch by 16 inch Atlas Engine
One 18 Horse Power Scott Engine
One 8 Horse Power Leveller Engine and Boiler
One Donkey Boiler
One Cooper Planer Number _____
One 48 inch Circle Saw
One 52 inch Circle Saw
One ___ inch (approximately) Cut of Saw 31 inch
One ___ inch (approximately) Top Saw 30 inch
One Saw Mill Frame or Husk with machinery complete
One Saw Mill carriage with machinery complete and with belts
One Number 44 Link Elevator Chain
Machinery for elevator

Under the following terms, to-wit:

1. The Operators shall pay unto the Owner the sum of Fifty Cents (50¢) per thousand for all merchantable lumber cut by said mill; such payments to be based upon lumber sold by the Operators and payments to be made at such time as the Operators shall collect for lumber sold.

2. The Operators shall, when requested by the Owner, employ the said Owner in work in or in connection with the said mill and shall pay the Owner at the going wage scale for the services performed.

3. The Operators shall transport at their own expense the said machinery from the place where it now is to their proposed mill site which is in the town of Stevenson, Washington.

4. This contract shall run for the period of five years from the date of entering into the said contract and at the termination of this contract the operators shall have to agree upon a price for the rental and in the event that the Operators desire to renew and the parties hereto are not able/ a first and prior option to renew this contract at a reasonable rental/then the Operators shall pick one arbitrator and the Owner shall pick one arbitrator and the two arbitrators so chosen shall pick a third and the arbitrators shall fix a rental price upon which the parties will abide.

5. In the event of the Owners decease before the termination of this contract this Operators shall have the first and prior option to purchase all of the setout equipment for the sum of One Thousand Dollars (\$1000.00); it being stipulated by the Owner that the said amount is not to be construed as the market value and shall not bind him or his estate so far as any other persons are concerned.

6. The parties hereto shall keep the mill insured in a reasonable sum for which