

insurance the Operators shall pay two-thirds of the premium and the Owner one-third.

7. The Owner shall have access to the Operators books of account at any reasonable time.

8. The Operators shall pay to the Owner a minimum rental of One Hundred Dollars (\$100.00) per year and if the mill shall not be operated or the operations so limited as to make the hereinbefore setout rentals less than One hundred Dollars (\$100.00), then the Operators shall make up the difference, it being the intention of the parties that no less than One hundred Dollars \$100.00 shall go from the Operators to the Owner in any one year.

9. The Operators shall provide a suitable place for the Owner to live in during the running of this contract, said place to be picked at the option of the Operators.

IN WITNESS WHEREOF the parties hereunto have set their hands in duplicate the day and year first above written.

Adol. Barnedt
Owner
R. M. Hegewald
G. W. Hegewald
Operators.

following Amendment be added to this contract:

That the operators shall pay to the owner 50¢ per thousand for all merchantable lumber cut in said mill, regardless of the additional machinery installed by the operators.

Owner {

Operators { R.M.Hegewald
G.W.Hegewald

Adolf Barnedt

Filed for record April 2, 1936 at 3-10 p.m. by Grantor.

Mabel J. Rose
Skamania Co. Clerk-Auditor.

#22127

J. R. Phillips et ux to Paul D. Fandrei

THIS AGREEMENT WITNESSETH: That J. R. Phillips and Bertha A. Phillips, his wife, lessors, do hereby lease and let unto Paul D. Fandrei, lessee, for the term of ____ years beginning Mch. 1st, 1936, and ending Dec. 31st, 1940, from the date hereof, the following described property, to-wit:

Beginning at the S. W. Cor of Lot No. 9 of the Normandy Tracts; thence N. 35 deg. 15' W. 342½ feet; thence at a right angle westerly a distance of 40 feet; thence at a right angle northerly a distance of 32 feet; thence at a right angle easterly a distance of forty feet; to said first described line if extended, and thence along said line if extended a distance of 32 feet to the point of beginning of the tract herein described, to-wit a tract 32 x 40 facing a private road and lying 342½ feet N. 35 deg. 15' west from the S. W. cor. of said lot 9 of the Normandy tracts, Skamania County, Wash.

1. The terms of this lease are as follows; The Lessee shall construct upon said lot a residence to cost not less than \$600.00 the said building to be located thereon and in accordance with plans and specifications to be approved in writing by the Lessors and to remain thereon until the end of the above mentioned term, except as hereinafter otherwise provided. Proper provision shall be made for sanitation and reasonable precautions against fire hazard.

2. The Lessee shall pay as ground rental the sum of \$2.50 per month, payable in advance, first two months already paid.

3. The Lessee shall keep said building painted and in good condition of repair and order and shall keep the same and the premises above described in a neat and orderly condition.

4. The Lessors shall furnish water to Lessee as a part of the consideration herein agreed to be paid, and shall conduct said water by a 3/4 (three-quarter) inch pipe to said lot line, the connection therewith to be at the expense of said Lessee. Lessee shall at all times keep his pipes and taps in order and not allow any unnecessary leakage of same, and shall place same deep enough to prevent freezing. In case of leakage and the same remains unrepaired after ten days notice from the Lessors, they shall have the right to cut off said service.

5. Said building shall remain the personal property of the Lessee, his heirs and assigns, but shall not be removed from said premises during the term aforesaid, and unless removed within sixty days after the end of said term, shall become a part of the realty and title thereto shall vest in the Lessors, their heirs or assigns.

6. The Lessors shall at any time during said term, if the Lessee wishes to sell, have the preference right of purchase; likewise the lessee shall at any time during said term, if the Lessors decide to sell, have the preference right of purchase of land. But in case the Lessors do not elect to purchase said house, and said Parties cannot agree, then the said Lessee may sell and convey the said building as other personal property and the purchaser shall be vested with all the rights, privileges, and subject to all liabilities hereby granted and imposed.

7. The Lessee, his personal representatives, heirs and assigns, shall have the right to the quiet and peaceable possession of said premises and the building above described, for the term aforesaid. Provided, he or they shall pay the rental above specified at the time and in the manner herein provided, but in case the said Lessee shall be in default for three (3) monthly installments of rental, or shall fail to keep and perform the covenants and agreements herein provided, then and in that event, the Lessors may take possession of said premises and evict the Lessee or any person or persons holding by, through or under him, therefrom, and in such case the building above specified shall become the property of the Lessors and accepted by him and granted by the Lessee, his heirs or assigns, as liquidated damages for the breach of the terms of this lease and as compensation to the said Lessors.

Dated this 1st day of March 1936.

J. R. Phillips

Bertha A. Phillips
Parties of the first part.

Paul D. Fandrei
Party of the second part.

State of Washington)
) ss.
County of Skamania)

THIS IS TO CERTIFY that on this 1st day of April, 1936, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came J. R. Phillips and Bertha A. Phillips, his wife, and Paul D. Fandrei to me known to be the individuals described in and who executed the within 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 official 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 North Bonneville,

Filed for record April 10, 1936 at 12-00 a.m. by O.G. Heaton

Medley
Skamania Co. Clerk-Auditor.