

#22190

R. W. States et ux to Anna Monaghan et al

THIS INDENTURE made and entered into by and between R. W. States and Ella R. States, husband and wife, parties of the first part, and Anna Monaghan, a widow, and Margaret P. Ziegler and T. C. Monaghan, parties of the second part, WITNESSETH:

The parties of the first part for and in consideration of the sum of One Dollar to them in hand paid do hereby Release and Cancel that certain indenture of lease made and executed by the parties of the second part herein to R. W. States, one of the parties of the first part herein, dated April 30, 1935, and recorded May 14, 1935, at page 283 Book 6 RGS. 3 of Agreements & Leases, records of Skamania County, Washington, wherein the said parties of the second part did lease and let to the said R. W. States for the term of one year 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 SE $\frac{1}{4}$  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 granted to O. Colistro, as recorded at page 273 Book 3 of Agreements and Leases, Skamania County, Washington, records.

The said parties of the first part in consideration of the said sum of One Dollar and of the premises do hereby Remise, Release and Quitclaim unto the said parties of the second part all their right, title and interest in and to the above described real property, together with the rights and privileges mentioned in said indenture of lease.

IN TESTIMONY WHEREOF the parties of the first part have hereunto set their hands and seals this 27th day of April, 1936.

R. W. States (Seal)

Ella R. States (Seal)

State of Washington )  
County of Skamania. ) ss.

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this 27th day of April, 1936, personally appeared before me R. W. States and Ella R. States husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

Raymond C. Sly  
Notary Public for Washington,  
residing at Stevenson therein.

Filed for record April 27, 1936 at 3-30 p.m. by R. C. Sly.

*Mabel J. Ross*  
Skamania County, Clerk-Aud.

#22222

Geo. L. Johnson et ux to H. A. Schmitt

LEASE

This indenture, made and entered into this First day of February 1935, by and between George L. Johnson, and Anna L. Johnson, husband and wife of North Bonneville, Washington, Lessors, and H. A. Schmitt of North Bonneville, Washington, Lessee, WITNESSETH:

That in consideration of the rents and covenants hereafter reserved, the Lessors do hereby demise and let unto the Lessee the following described premises, situated and being in the County of Skamania, State of Washington, to-wit:

All of the West twenty feet of the following described real property, to-wit:

Beginning at a point on the Southerly line of the Evergreen Highway, which said

point is North 81 degrees 00' West 800 feet from a point which is South 1257 feet and west 58.93' feet from the common corner of Sections 15, 16, 21 and 22, in Township two (2), North of Range seven (7) East of the Willamette Meridian, and running thence South 9 degrees 00' West 100 feet; thence North 81 degrees 00' West 51.3 feet; thence North 9 degrees 34'30" East 100 feet to a point on the Southerly line of said highway which is 50 feet from the place of beginning and thence South 81 degrees 00' East 50 feet to the place of beginning, said tract being designated as Lot eight (8), in Block four (4), of the unrecorded plat of the town of North Bonneville.

Also the second floor of the building occupying the East thirty feet of the above described property which said second floor structure is built upon the front thirty two feet of said building together with the permission to build upon and occupy the roof space at a point commencing thirty two feet South of the front of the building, twenty eight feet in depth and twelve feet in width, said twelve feet being the West twelve feet of the East thirty feet of the above mentioned property; with the understanding that the Lessee shall build and maintain a structure of the same type and kind as now occupy the front portion of the building.

Provided that the Lessee shall leave vacant the East two feet of the West twenty feet upon the ground floor of the rear thirty feet; and the Lessors will leave vacant the West two feet of the East thirty feet upon the ground floor of the said rear thirty feet; said passage-way of four feet to be kept and maintained as a mutual right-of-way for the use and benefit of the Lessors and the Lessee. Provided further that the Lessee shall have the privilege of extending the second floor of his building upon the South thirty feet of said premises. One foot east of the demised portion, so that said second story, only, shall occupy the West twenty-one feet of said South thirty feet of said property.

TO HAVE AND TO HOLD THE SAME with all the rights, privileges, easements and appurtenances thereunto attaching and belonging unto the said Lessee for and during the term of twenty seven years commencing on the first day of January 1935 and ending upon the 31st day of December 1961, the said Lessee and his heirs and assigns paying the rent therefore and yielding possession thereof, as hereinafter provided.

The said Lessee hereby agrees to pay rent at the rate of Eighteen Dollars (\$18.00) per month, said rent to be paid in advance on the first day of each and every month hereafter, during the term of this lease.

It is further agreed that the Lessee, will, at his own expense as long as this lease will be in force, keep the buildings whereinbefore described, insured with a responsible insurance company to an amount not less than Seven Hundred Fifty Dollars (\$750.00); said policy to be payable to Lessors in the event of loss, In the event that any portion, or the whole of the premises on the above described tract shall be destroyed by fire or any other cause for which insurance is payable, they shall be rebuilt or restored subject to the following provisions, (a) where the premises so destroyed are that portion of the building under the exclusive control of Lessors, namely; the restaurant, barber shop, or card room, the Lessors shall within a reasonable time rebuild or restore the premises upon the same general plans as they now are, (b) where the premises so destroyed are that portion of the building leased to Lessee by this instrument, the Lessee shall cause the same, within a reasonable time to be rebuilt or restored upon the same general plan as they now are; provided that upon a proper showing that the work has been done, the Lessors shall pay onto the contractor or workman or materialman entitled thereto the proper amount



due for materials and labor used in restoring or rebuilding the said premises, provided that such payments shall not exceed the amount of insurance money received upon said premises and in no event the sum of Seven Hundred Fifty (\$750.00). It is further agreed between the parties hereto that the Lessee may, at his own expense, insure his portion of said buildings in a sum greater than Seven Hundred Fifty Dollars (\$750.00) with loss payable to the Lessors and that the Lessors shall, upon the payment of any claim of loss in excess of Seven Hundred Fifty Dollars (\$750.00), pay the same to the Lessee.

It is understood that the Lessee shall save the Lessor harmless and free from any loss or damage or expense arising out of any accident or other occurrences, causing injury at any person or property and due directly or indirectly to the uses and/or occupancy of said premises by the said Lessee or his Lessees.

The said Lessee may assign this lease at any time during the running thereof provided that he shall not assign or sublease to any person or persons, firm or corporation conducting an illegal business.

It is further agreed that Lessee may at option terminate this lease on December 31st 1936 or the 31st day of December of any year thereafter provided that he shall give the Lessors written notice of his intention to so terminate not less than ninety (90) days prior to said date of December 31st of any of the above mentioned years.

It is further agreed that Lessee shall so construct and maintain the above described premises and keep them in suitable repair that the Lessors will not be damaged by reason thereof in their use and occupancy of the premises not so demised. It is further agreed that the Lessee shall maintain and keep in repair the said leased premises and the exterior and interior of the buildings thereon in as good condition as they now are (reasonable use and wear and damage of the elements excepted).

It is further agreed that in the event of default of any of the provisions of this lease for a period of thirty (30) days, after notice in writing has been given the Lessee of intention so to do, the Lessor may re-enter the premises herein described, with or without process of law, and all buildings and improvements situated on said premises shall become the property of the Lessors.

It is further agreed, that all the terms and conditions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, the day and year first above written.

LESSORS

George L. Johnson  
Anna L. Johnson

LESSEE

H. A. Schmitt

State of Washington )  
County of Skamania ) ss.

I the undersigned, a Notary Public in and for said State do hereby certify that on the first day of Feb., 1935, personally appeared before me George L. Johnson and Anna L. Johnson, husband and wife, and H. A. Schmitt, to me known to be the persons described in and 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.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Notarial seal affixed)

L. H. Lowe  
Notary Public in and for  
the state of Washington,  
residing at North Bonneville.

Filed for record May 4, 1936 at 2-20 p.m. by H. A. Schmitt.

*Mabel J. Rose*  
Skamania County, Clerk-Aud.

#22238

Ralph H. Hinds to Frank F. Thompson

AGREEMENT

Between Ralph H. Hinds known herein as the party of the first part and Frank F. Thompson, known as the party of the second part, the party of the second part agree to buy one hundred cord of stumpage at \$1.00 per cord and cut according to demand and as ordered by the party of the first part, and to sell to the party of the first part and no other, the following prices are agreed upon, for 16 inch wood \$2.75 per cord, and four foot wood at \$2.25 per cord.

It is also agreed that all wood is to be placed so that it can be loaded on a truck.

This agreement can be cancelled by either party with in ten days notice.

Signed and agreed upon this  
1st day of April, 1936.

Witnessed

Andy Carroll

Ralph H. Hinds  
Party of the first part

C. F. Thompson  
Party of the second part

Filed for record May 7, 1936 at 3-35 p.m. by Gladys Gupstill.

*Mabel J. Rose*  
Skamania County, Clerk-Aud.

#22279-A

T. A. Ryan to DuBois Lumber Co.

CONDITIONAL SALES AGREEMENT

THIS AGREEMENT, Made and entered into this 13 day of May, 1936, by and between T. A. Ryan, as party of the first part, hereinafter referred to as the vendor, and the DuBois Lumber Company of Vancouver, Washington, as party of the second part, hereinafter referred to as the vendee.

WITNESSETH: The vendor hereby agrees to sell, and the vendee hereby agrees to purchase all of the following described personal property, to-wit:

Approximately 1,000,000 feet of logs, being all of the logs now cut and in the Columbia River at the vendor's boom near Stevenson, Washington.

Also, nine (9) rafts of logs just east of the Cascade Locks on the Oregon side of the Columbia River, said nine rafts comprising a total of approximately 500,000 feet.

The purchase price for the said logs is the sum of \$11.00 per thousand feet, as scaled at the vendee's mill at Vancouver, Washington, said scaling to be done by a representative of the Columbia River Loggers Bureau, and the expense of scaling shall be paid by the vendee.

It is understood and agreed that the vendee has now advanced and paid to the vendor the sum of \$7500.00 upon the purchase price of the logs, receipt whereof is hereby acknowledged by the vendor, and the vendee agrees to pay further sums on account, as may be necessary to pay lienable claims, including cost of transporting logs to the vendee's mill, said additional payments not to exceed the sum of \$7000.00. All sums now advanced by the vendee, or that may be hereafter advanced, shall bear interest at the rate of 7% per annum until the logs have been delivered as herein provided, or in the event the logs are not delivered, then until the sums so advanced and paid have been repaid.

Should the sum due the vendor after the logs are scaled exceed the sum of \$7500 paid to the vendor, plus the advances made by the vendee, then the difference shall be paid