

in cash to the vendor, and should the value of the logs as delivered to the mill be less than the amount of advances and payments made, then the vendor shall repay the difference in cash to the vendee.

It is understood and agreed that the logs are being held east of the Cascade Locks due to inability to transport them through the Bonneville Dam construction, and the vendor agrees that he will proceed to bring the logs through said dam and to the plant of the vendee at the earliest possible date permitted by the United States Engineers and/or the condition of the river, and that all costs of preserving said logs in the meantime, keeper's fees, etc. shall be borne and paid for by the vendor, it being the intent hereof that all loss for any reason or expense shall not be a charge against the vendee.

The vendor agrees that he will use all means necessary to preserve and protect said logs until delivery to the vendee.

The vendor further agrees that he will keep an accurate record of all costs and items of expense that may be lienable claims against said logs, and shall furnish such information to the vendee when required by said vendee.

Time and exact performance are of the essence of this agreement, and in case of the failure of the vendee to make any payment or keep any covenant herein provided for, this contract may be forfeited and canceled at the option of the vendor.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands this 13 day of May, 1936.

T. A. Ryan
Vendor

DuBois Lumber Company,
Vendee.

(Corporate seal of DuBois Lmbr. Co. affixed)

By Geo. L. DuBois, Pres.
Jos. J. Donovan, Secy.

Filed for record May 14, 1936 at 1-45 p.m. by Grantor.

Mabel J. [Signature]
Skamania County, Clerk-Auditor.

#22513

J. R. Phillips et ux to Ivan J. Walk

THIS AGREEMENT WITNESSETH: That J. R. Phillips and Bertha A. Phillips, his wife, Lessors, do hereby lease and let unto Ivan J. Walk, Lessee, for the term of 4 Years from the date hereof, the following described property, to-wit:

Beginning at the Southwest corner of Lot 9 of Normandy Tracts, according to the official plat thereof on file in the office of the Auditor of Skamania County, Washington, and running thence northerly along the west line of said Lot 9 a distance of 114 feet to the point of beginning of the tract herein described; thence at right angle in a westerly direction 40 feet; thence at right angle northerly a distance of 32 feet; thence at right angle easterly a distance of 40 feet to the west line of Lot 9; thence southerly along the west line of said Lot 9, 32 feet to the point of beginning.

1. The terms of this lease are as follows: The Lessee shall construct upon said lot a residence to cost not less than \$300.00 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.

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 remain 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 the liabilities hereby granted and imposed.

The preference right hereby granted shall relate only to the property herein described and shall not be construed as prohibiting or in anywise affecting a sale of the whole of Lessors' property or of any portion thereof containing the camp grounds in which the land above described is situated, but such sale shall be subject to all other terms and conditions hereof.

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 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 26 day of June, 1936.

J. R. Phillips
Bertha A. Phillips
Lessors

Ivan J. Walk
Lessee

State of Washington,)
) ss.
County of Skamania.)

THIS IS TO CERTIFY That on this 26 day of June, 1936, before me, Auditor of Skamania County, Washington in and for the State of Washington, personally appeared J. R. Phillips and Bertha A. Phillips, his wife, and Ivan J. Walk 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.

Mabel J. Fosse
Clerk-Auditor of Skamania County,
Washington.

(County Auditor's seal affixed)

By P. M. Aalvik, Deputy

Filed for record June 26, 1936 at 2-30 p.m. by Grantee.

Mabel J. Foss
Skamania County, Clerk-Auditor.

#22684

Harry Hazard et ux to R. M. Hegewald et al

This Agreement, made and entered into this 6th day of May, 1935, between Harry Hazard and Lottie Hazard, husband and wife, first parties and R.N. Hegewald and G. W. Hegewald, second parties, witnesseth:

That the first parties, in consideration of the covenants and agreements on the part of the second parties, hereinafter contained, agrees to sell and convey unto the said second parties, hereinafter contained, agrees to sell and convey unto the said second parties, and said second parties agree to but Lots 14, 16, 17, 18, 19 and 20 of Block 3 of Riverview Addition to Stevenson, Washington: Also that triangular tract of land adjoining said Block 3 of said Addition and lying between Kanaka Creek Road and the South boundary of the S.P. & S. Ry. Right of Way, for the sum of \$350.00 payable as follows: \$50.00 on this date, receipt whereof is hereby acknowledged; \$50.00 on or before November 6th, 1935 and \$15.00 on or before the 6th day of each and every month thereafter until the whole of said purchase price including interest shall have been paid in full, with interest on deferred payments at the rate of 6% per annum, interest payable at maturity.

First parties agree to pay all taxes now due. Second parties agree to pay all taxes to become due on 1935 and subsequent assessment, and to keep all improvements insured in favor of first parties as their interest may appear.

If the second parties fail to comply with the terms hereof, the first parties shall be released from all obligation to convey said property, and second parties shall forfeit all right thereto and all payments made on account thereof shall be retained by first parties as liquidated damages.

First parties agree that upon receipt such payment, at the time and in the manner above mentioned, to execute and deliver to second parties a good and sufficient deed conveying the title to said property to said second parties.

Dated this 6th day of May, 1935.

Harry Hazard
Lottie Hazard
R. M. Hegewald
G.W. Hegewald

State of Washington,)
County of Skamania.) ss.

I, R.M. Wright, a Notary Public in and for the said State, do hereby certify that on this 6th day of May, 1935, personally appeared before me Harry Hazard and Lottie Hazard, husband and wife, first parties, and R.N. Hegewald and G.W. Hegewald, second parties herein, to me known to be the individuals described in and who executed the within instrument, and acknowledged 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 affixed my official seal this 6th day of May, 1935.

(Notarial seal affixed)

R. M. Wright
Notary Public for Washington
residing at Stevenson, therein.

Paid Nov. 6th \$50.00
Paid Nov. 6th 15.00
June 12, paid \$30.00

Filed for record July 15, 1936 at 10-03 a.m. by R. M. Hegewald.

Mabel J. Foss
Skamania County, Clerk-Auditor.