

#23839

J. R. Phillips et ux to R. A. Alexander

THIS AGREEMENT WITNESSETH: That J. R. Phillips and Bertha A. Phillips, his wife, Lessors, do hereby lease and let unto R. A. Alexander, Lessee, for the term of Five (5) years from the date hereof, the following described real property, to-wit:

Beginning at the southwest corner of Lot 9 Normandy Tracts, according to the official plat on file and of record in the office of the County Auditor, Skemaania County, Wash., thence southwesterly along the north line of State Road No. 8, 500 feet, to point of beginning of the tract hereby leased; thence from said initial point, a distance of 50 feet; thence at right angles northeasterly and parallel to the said highway a distance of 30 feet; thence at right angles in a southeasterly direction to the north line of said highway; thence along the north line of said highway in a southwesterly direction a distance of 30 feet to the point of beginning in Skemaania County, Wash.

1. The terms of this lease are as follows: The Lessee shall within 30 days construct upon said lot a cabin to cost not less than \$200.00, the said cabin 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 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 \$3.00 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 Lessee shall have the right to make connection to the water main across said premises now owned by the Lessors and in operation. Such connection, however, shall be made at the expense of the Lessee and the same, shall be kept in order by the Lessee and particularly shall be so protected as to prevent the same from breakage by reason of freezing. In case of leakage remaining unrepaired for period of ten (10) days the Lessor shall have the right to disconnect said supply pipe.

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 (60) days after the end of said term shall become a part of the realty and title thereto shall vest in the Lessor, his heirs or assigns.

6. The Lessors shall at any time during said term have the preference right to purchase said building, but in case they shall not elect to purchase the same the Lessee may then 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.

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 day Jan. 15, 1935.

J. R. Phillips
Bertha A. Phillips
Parties of the first part

Mable J. Lee
Skamania County, Clerk-Auditor.

WHEREAS, all of the acts, provisions and conditions required by said Order of Confirmation to be performed and complied with, both before the execution and delivery and simultaneously with the execution and delivery of this Instrument of Assignment, Transfer and Conveyance by either the Grantors or the Grantee or both, have been performed and complied with as required by said Order of Confirmation and the execution and delivery of this instrument by each of the parties hereto has been duly authorized: and