

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 6th day of August, 1937, personally appeared before me T. E. Hooker and Myrtle Hooker, his wife and O. L. Powers and Nellie Powers, his wife, to em 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.

Given under my hand and official seal the day and year in this certificate first above written.

(Notarial seal affixed) Raymond C. Sly
Notary Public for Washington
residing at Stevenson therein.

STATE OF WASHINGTON }
County of Skamania } ss.

On this 6th day of August, 1937, before me personally appeared B. T. Billington and T. E. Hooker to me known to be the Noble Grand and Secretary of said corporation that executed the within and foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and the said Secretary on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

(Notarial seal affixed) Raymond C. Sly
Notary Public for Stevenson,
residing at Stevenson therein

Filed for record 9/24, 1937 at 9:10 A.M. by Phyllis Krause.

Mabel J. Rose
Skamania Co. Clerk-Auditor

#24736 Flora M. Davis et al to Guy F. Allard
Trust Agreement

This indenture, made and entered into this 13th day of July, A. D. 1937, by and between Flora M. Davis, Cora E. Brown and Roderick E. Davis, parties of the first part, and Guy F. Allard, Trustee, of the second part,

WITNESSETH: The parties of the first part, the sole and ³my heirs at law of Collin E. Davis, deceased, late of Bonneville, State of Washington, do hereby assign, set over, convey and transfer unto Guy F. Allard, Trustee, party of the second part, all of the property, both real and personal and mined, of which the said Collin E. Davis died seized, and all of the distributive shares of said estate and hereby authorize any administrators of said estate who may hereafter be appointed or who are now appointed to administer said estate, in the States of Washington, Oregon, Colorado, or any other of the states of the United States to pay over said distributive share to said Trustee and agree that the receipt or receipts of said trustee shall be in full and legal satisfaction of the distribution of said estate. We further agree to execute any deeds, conveyances, releases, bills of sale, or other documents which may from time to time become necessary to vest title to all of the property belonging to said estate in said trustee.

This agreement and said above mentioned conveyances to said above named Trustee, shall be IN TRUST, NEVERTHELESS, for the following uses and purposes, that is to say:

- A. To receive, take, collect, receipt for and hold, and to invest and reinvest, the

property hereby given in trust; to adjust and settle all claims to or against such property at such times and in such manner and upon such terms as to payment or otherwise as to my said trustee shall seem best.

B. To pay the net income of the trust estate at regular intervals not less frequent than quarter-annually to Flora M. Davis, widow of the said Collin E. Davis, during her lifetime; and in the event that at any time or times my trustee shall deem the net income insufficient to support said Flora M. Davis in reasonable comfort, my trustee may pay or distribute in kind to her or for her use such part of the principal of this trust estate as he may deem necessary or proper for her relief.

C. Upon the death of the said Flora M. Davis said trustee shall pay and distribute in kind the trust estate then remaining unto Cora E. Brown and Roderick E. Davis, share and share alike, or, in case of the death of both or either of said parties before the death of said Flora M. Davis, then said payment shall be made to the legal heirs of said deceased party or parties or to such person or persons as said party or parties may have provided by will to receive such estate.

D. For the purpose of managing the trust herein provided for, the parties of the first part hereby give, grant and convey unto our said Trustee the following powers:

a. To sell, lease, exchange, convey, transfer, set over, assign, mortgage or pledge any or all of the assets of said trust estate upon such terms and conditions and for such price or consideration and for such purposes as said trustee may deem wise, and no person dealing with said trustee shall be required to look to the application of the proceeds of any sale, exchange or other transaction with said trustee..

b. To execute and deliver any and all deeds, leases, assignments, mortgages, deeds of trust, pledges or other instruments which he may deem necessary and proper.

c. To invest and reinvest the trust estate in securities then lawful for the investment of trust funds in the State of Colorado, including notes and bonds secured by mortgages on real property but nevertheless to retain unsold as a part of said trust estate any property of any character which may at any time constitute a part of said trust estate if he deem such retention wise.

d. And, in general, to have and to exercise over the trust estate all and every such power and authority as he may deem necessary and proper for the execution of the trust.

E. Whenever in this instrument my trustee is directed or authorized to exercise his judgment or discretion then his decision made in good faith shall be final and conclusive upon all persons.

The trustee may resign at any time. In case of the death or resignation of said trustee, the parties hereto shall thereupon appoint another trustee, such appointment to be in writing, which said successor in trust shall have all the power and authority hereunder as the original trustee named in this trust. In case of failure of the parties hereto to appoint such successor in trust within ninety days from the date of the death or resignation of such trustee, then we hereby empower the County Court of Jackson County, Colorado, to appoint a trustee under this agreement, with full powers and authority as though named as the original trustee hereunder.

Witness the hands and seals of the parties of the first part.

Cora E. Brown (SEAL)
Flora M. Davis (SEAL)
Roderick E. Davis (SEAL)
First parties

I, the undersigned, Trustee named in the foregoing Trust, hereby accept said trust.

Guy Allard (SEAL)
Second party

State of Colorado: SS.
County of Larimer :

The foregoing trust agreement was acknowledged before me this 10 day of July, 1937, by Cora E. Brown.

Witness my hand and notarial seal this 10 day of July, 1937.

Notarial Seal Affixed Francis L. Allard
Notary Public

My commission expires April 6, 1941

STATE OF OREGON,)
)SS.
County of Wasco.)

BE IT REMEMBERED That on this 12th day of July, 1937, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Flora M. Davis and Roderick E. Davis, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Notarial Seal Affixed Malcolm W. Wilkinson
Notary Public for Oregon
My Commission Expires October 12, 1937

Attached to the instrument is the following:

STATE OF OREGON,)
)ss
County of Wasco,)

I, H. W. SCHERRER, County Clerk and exofficio Recorder of Conveyances, in and for said county, do hereby certify that the within instrument of writing was received for record and recorded in the record of Deeds of said county at Filed County Clerk's Office 1937 Sep 11 AM 9 57.

H. W. Scherrer
County Clerk

In Book 88 On Page 305

Witness my hand and seal of office affixed at The Dalles,

H. W. Scherrer, County Clerk
By E. B. Elton Deputy

Return to M. W. Wilkinson
City

Filed for record Sept. 28, 1937 at 1:20 P.M. by R.M. Wright.

Mabel J. Skamaria
Skamaria Co., Clerk-Auditor

#24975

Northwestern Electric Co. to Raymond Meiggs

THIS LEASE made and entered into by and between Northwestern Electric Company, a Washington corporation, hereinafter called Lessor, and Raymond Meiggs, of Underwood, Washington, hereinafter called Lessee,

WITNESSETH:

That in consideration of the covenants herein contained on the part of said Lessee to be kept and performed, Lessor does hereby lease, demise and let unto said Lessee the following described property:

The east half of Lot One (1) and that part of the west half of Lot Two (2) lying west of the White Salmon River in Section Twenty-three (23), Township Three (3) North, Range Ten (10) East of the Willamette Meridian, as said parcel is shown outlined in red on map hereto attached and made a part hereof.