

Agreed to the request.

Stevensen Water Co.

By P.S.G. Wills, Prest. & Mgr.

Filed for record December 27, 1937 at 11-30 a.m. by R. Bevans.

*Mabel J. Wills*  
Skamania County, Clerk Aud.

#25164

Wm. R. Price et ux to C. A. Mansur

THIS INDENTURE, Made and entered into this 5th day of January, 1938, by and between Birdella Price and Wm. R. Price, her husband, parties of the first part and C. A. Mansur party of the second part, WITNESSETH:

That the parties of the first part for and in consideration of the rentals to be paid as hereinafter provided and of the covenants herein contained do hereby LEASE and LET unto the party of the second part the following described real and personal property in Skamania County, Washington, to-wit:

**REAL PROPERTY:**

Lots 3, 4, 5, 6 and that part of Lot 7 lying north and west of Wind River; the NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ; the NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ; the NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , except that part lying slutherly of Wind River; all of the NE $\frac{1}{4}$ , except that part lying northeasterly of Panther Creek; that portion of Lot 2 and the West 10.94 acres of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  not included in deed to Agnes N. Dame et vir, all being in Section Eight (8) Township Three (3) North of Range Eight (8) East of W.M.

**PERSONAL PROPERTY:**

Farm tools, machinery and equipment now upon the said real property, an inventory of which is attached hereto and by reference made a part hereof, for the term of five (5) years from the 1st day of January, 1938.

The party of the second part promises and agrees to pay as rental thereof, the sum of Fifty (\$50.00) Dollars, per month, payable on the 1st day of each and every month of said term, in advance.

As a further rental and consideration the party of the second part promises and agrees to clear, grub and place in cultivatable condition at least ten (10) acres of land. The said land to be so cleared, grubbed and placed in cultivation before January 1, 1942; the land so cleared shall be contiguous to the land now in cultivation on said premises or in blocks of sufficient area to be readily and profitably farmed.

The party of the second part shall and may have the quiet and peaceful possession of said premises so long as he pays the rental aforesaid and keeps and performs the covenants herein contained; but in case of failure to pay the rental at the time and in the manner herein provided or in case of failure to clear the acreage of land herein provided for, at the time and in the manner above stated the parties of the first part may at their option terminate this lease and take possession of said premises and personal property. In event of such default and termination of this lease the parties of the first part shall be entitled to recover from the party of the second part all damages which they may suffer by reason of such default and in case suit becomes necessary to collect the same the party of the second part agrees that the amount which the parties of the first part shall be compelled to expend for costs and attorney's fee shall be considered an item of damage and may be included in any judgment which they shall recover.

Upon the expiration of said term or upon termination of this lease from any cause the party of the second part promises and agrees to surrender the said premises and the personal property herein described in as good condition as the same is received, ordinary

use and wear excepted and promises and agrees that he will keep up and maintain all fences, building, and improvements on said real property and repair any broken, destroyed or lost personal property, where such breakage and loss shall not be the result of ordinary use.

Time is of the essence of this agreement but acceptance of any installments or rental or extension of time for performance of any covenant shall not be construed as a waiver of this condition as to any subsequent default.

IN TESTIMONY WHEREOF, The parties have executed these presents in duplicate the day and year first above written.

Birdella Price (Seal)  
Wm. R. Price (Seal)  
Parties of the first part.

G. A. Mansur (Seal)  
Betty Mansur  
Party of the second part.

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 7th day of January, 1938, personally appeared before me Birdella Price and Wm. R. Price, her husband, 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.

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

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

- 1 pascuiser
- 1 Automatic Bottler
- 1 2000 Watt light plant
- 16 milk cases
- 16 doz qt bottles
- 2 doz pt bottles
- 3 doz 1/2 pt bottles
- 1 cream separator
- 1 steam boiler
- 1 steam operated bottle washer
- 1 mowing machine
- 1 disk
- 2 wagons
- 1 set of harness
- 1 stump puller
- 1 shovel
- 1 pitch fork
- 1 garden hoe

Schedule of personal property covered by lease dated January 5, 1938.

Wm. R. Price

G. A. Mansur

Filed for record January 11, 1938 at 3-00 p.m. by Grantee.

*Mabel J. P. P. P.*  
Skamania County, Clerk-Auditor.

#25248

Gladys C. Reynolds to Underwood Fruit & Whse Co.

AGREEMENT

THIS AGREEMENT ENTERED into this 28th day of January, 1938, by and between Gladys C. Reynolds, of Seattle, Washington, party of the first part, and the Underwood Fruit & Warehouse Company, a Washington corporation, headquarters at Underwood Washington, party of the second part; WITNESSETH:

That, WHEREAS, an agreement was entered into on the 19th day of April, 1933, between Gladys C. Reynolds, of Seattle, Washington, as party of the first part, and the Underwood Fruit & Warehouse Company, of Underwood, Washington, as party of the second part, which