

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.

C. 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 pasteuriser  
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

C. A. Mansur

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

*Mable J. 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

agreement contains substantially and in effect some of the following terms, together with others:

1. That the party of the first part owns certain springs of water on her property about five hundred yards distant from the United States Fish Hatchery, which hatchery is located about one mile west of Underwood, Washington.
2. That the party of the second part maintained and operated a fruit warehouse and cold storage plant at Underwood, Washington, and requires in the operation of said warehouse and cold storage plant a quantity of water, and approximately one hundred fifty gallons per minute.
3. That for a consideration of the sum of \$240.00 per year to be paid to the party of the first part by the party of the second part on or before August 12, 1933, and a like sum to be paid by the second party to the first party, in advance, on or before the 12th day of August of each year thereafter during the life of this lease, the party of the first part grants permission unto the party of the second part for a term of five years, commencing on August 12, 1933, and ending on August 11, 1938, to lay, or already have laid, a 4-inch pipeline on the property owned by the party of the first part, said pipeline being for the purpose of carrying a flow of water from the springs as hereinbefore mentioned, of approximately one hundred fifty gallons per minute.
4. That this contract was a continuance of a similar contract dated January 16, 1928.
5. That said contract was signed by Gladys C. Reynolds and the Underwood Fruit and Warehouse Company, by B. A. Perham, as president, and attested by J. J. Reynolds and D. L. Allen.

NOW, THEREFORE, Gladys C. Reynolds, for and in consideration of the Underwood Fruit & Warehouse Company releasing her from all her agreements and covenants of the aforementioned contract of April 19, 1933, hereby releases the Underwood Fruit & Warehouse Company of all of its promises and covenants made in favor of Gladys C. Reynolds under the aforementioned contract and agreement made the 19th day of April, 1933.

In consideration of Gladys C. Reynolds releasing the Underwood Fruit & Warehouse Company of its covenants and promises made in her favor under the aforementioned agreement of April 19, 1933, the Underwood Fruit & Warehouse Company hereby releases Gladys C. Reynolds of all her promises and covenants running to and in favor of the Underwood Fruit & Warehouse Company under the aforementioned contract and agreement of April 19, 1933.

Gladys C. Reynolds  
Party of the first part.

Underwood Fruit & Warehouse  
Company

By B. A. Perham,  
President  
Party of the Second Part.

STATE OF WASHINGTON, )  
County of Pierce ) ss:

I, the undersigned, a Notary Public, do hereby certify that on this 28 day of January 1938, personally appeared before me Gladys C. Reynolds to me known to be the individual described in, and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of January, 1938.

(Notarial seal affixed)

Catherine Boucher  
Formerly Catherine McGowan  
Notary Public for Washington,  
residing at Tacoma therein.

STATE OF WASHINGTON, )  
County of Yakima. ) ss:

On this 31st day of January, 1938, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared B. A. Perham, to me known to be the President of the Underwood Fruit & Warehouse Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the corporate seal affixed is the seal of said corporation.



Witness my hand and official seal hereto affixed the day and year in this certificate above written.

(Notarial seal affixed)

D. L. Allen  
Notary Public for Washington,  
residing at Yakima therein.

Filed for record February 5, 1938 at 8-50 a.m. by Grantee.

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

#25280

Standard Oil Co. to A. Kingman

KNOW ALL MEN BY THESE PRESENTS, that whereas, by Advertising and Facilities Lease, dated October 10th, 1928, A. Kingman leased unto Standard Oil Company of California for a period beginning November 1, 1928 and ending June 14, 1933, and thereafter until cancelled by ninety days' written notice from either part to the other of its intention to terminate said lease, the right to use the following described real property situated in the City of Stevenson, County of Skamania, State of Washington, to wit:

A tract of land 30 ft. So. of 1/4 corner on the North line of Sec. 1, Twp. 2 N., Range 1 East of W.M., thence West to East boundary of 2nd Street of Stevenson, Washington, thence South 36° 12' East along the East boundary of 2nd Street to the intersection with the center line North and South of said Sec. 1 Twp. 2 N., Range 7 East of W.M., thence North to place of beginning,

which Advertising and Facilities Lease was recorded on January 12, 1929, in Book 3 of Agreements and Leases, at page 87, thereof, Skamania County Records, Washington.

NOW, THEREFORE, this is to certify that said Advertising and Facilities Lease, above described, has heretofore been cancelled by mutual consent of the parties, and Standard Oil Company of California does not claim any interest in or to said real property by virtue of said Advertising and Facilities Lease.

IN WITNESS WHEREOF, STANDARD OIL COMPANY OF CALIFORNIA, has caused this instrument to be signed by its District Sales Manager at Portland, Oregon, thereunto duly authorized, this 3rd day of February, 1938.

STANDARD OIL COMPANY OF CALIFORNIA

By L. L. Campbell  
District Sales Manager at  
Portland, Oregon.

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

On this 3 day of February, 1938, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named L. L. Campbell, known to me to be the District Sales Manager at Portland of Standard Oil Company of California, who executed the within instrument on behalf of said corporation, and acknowledged to me that he executed the same freely and voluntarily.

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

(Notarial seal affixed)

E. E. Dunbar  
Notary Public for Oregon. My commission expires: Apr. 17, 1940

Filed for record February 14, 1938, at 1-25 p.m. by A. Kingman.

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

#25293

Lester Clark et ux. to Frank Birkenfeld et al

THIS AGREEMENT, Made and entered into by and between Lester Clark and Kathryn Clark, his wife parties of the first part, Frank Birkenfeld, party of the second part, and