

14. The certificate of delinquency mentioned in paragraph 5, or the certificate of redemption, shall be delivered to the parties of the first part, upon delivery of these presents, and the same shall be immediately cancelled of record, so that all taxes shall be shown paid to date, but the credit therefor shall be made as a final payment as hereinabove provided.

15. Upon payment of the said initial sum of \$250.00 the foreclosure action now pending in the Superior Court for Skamania County shall be dismissed by said party of the third part. The said sum of \$250.00 shall be applied as the the stipulated amount of costs incurred in said action, including attorney's fee.

16. In case the parties of the first part, or their assigns, shall fail to pay their share of taxes accruing before logging operations have commenced; the party of the second part shall have the right to pay the same and deduct the amount thereof from the purchase price to be paid said parties of the first part, or their assigns.

Dated Oct. 5, 1932.

Lester Clark
Kathryn K. Clark
Frank Birkenfeld
Anna M. Melvin

STATE OF OREGON)
County of Multnomah) ss.

I, George A. Hall, a Notary Public in and for said state and county do hereby certify that on this 5th day of October 1932 personally appeared before me Lester Clark and Kathryn Clark, his wife and Anna Melvin, to me known to be the individuals described in and who executed the foregoing 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 Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

George A. Hall
Notary Public for Oregon, residing at Portland. My commission expires July 18, 1934

Filed for record February 17, 1933 at 1-18 p.m. by Grantor.

Mabel Passel
Skamania County, Clerk-Auditor.

#25380

Fred R. Frazer et ux To H. V. Rominger et ux

This indenture of lease, made and entered into by and between Fred R. Frazer and Myrtle M. Frazer, husband and wife, parties of the first part and H. V. Rominger and Alice B. Rominger, husband and wife, parties of the second part, Witnesseth:

Whereas, The parties of the second part have this day conveyed to the parties of the first part the following described real property in Skamania County, Washington, to-wit:

$\frac{1}{2}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. ²¹ Tp. 3 N. R. 10 E. W. M., subject to easements., and,

Whereas, As a part consideration it was agreed that the parties of the first part should have a life lease upon the dwelling house and out buildings adjacent thereto, situate upon said property.

Now Therefore, This indenture witnesseth, that the parties of the first part do hereby Grant and Lease unto the parties of the second part the following described real

property, to-wit:

All that portion of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$, said Section 21, lying north-erly of the highway formerly known as State Road No. 8, together with the dwelling house and outbuildings thereon or adjacent thereto,

for the term ending upon the death of the survivor of the parties of the second part.

It is understood and agreed, that this lease and the rights hereby granted and leased shall not be assigned and that no portion of the said premises be sublet without the consent in writing of the parties of the first part.

It is further understood and agreed that in case the parties of the second part shall abandon the premises herein described they shall revert to the parties of the first part, who may immediately take possession thereof. An abandonment shall be deemed to have taken place when said premises remain vacant and unoccupied for the space of one year without the written consent of the parties of the first part.

The parties of the second part shall keep the premises in repair at their own expense. Taxes and insurance shall be paid by the parties of the first part.

The parties of the first part retain for their own use all of the fruit grown and harvested upon said premises and shall have the right to cultivate, spray and care for the trees thereon and to harvest all fruit grown thereon.

In testimony whereof, The parties of the first part have hereunto set their hands and seals this 8th day of March, 1938.

Fred R. Frazer (Seal)
Myrtle M. Frazer (Seal)

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 8th day of March, 1938, personally appeared before me Fred R. Frazer and Myrtle M. Frazer, husband and wife, 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.

(Notarial Seal Affixed)

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

Filed for record March 14, 1938 at 2:00 P.M. by Raymond C. Sly.

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

#25402

Mt. St. Helens Cons. Min. Co. To Wayne W. Coe et al

This agreement, made this 24th day of January, 1936 between the Mt. St. Helens Consolidated Mining Company, a corporation organized and recorded in the State of Oregon, November 1902, and Wayne W. Coe, R. M. Tuttle and Amedee M. Smith parties of the second part.

Whereas, the express purpose of this document is to record the purpose and plan and to be evidence of an agreement whereby the party of the first part, for good and sufficient reason, and legitimate objective, creates a trust for the purpose of the perpetual and absolute control of certain property rights, herein described, for the benefit of the stockholders of record and creditors of the said Mt. St. Helens