Filed for record September 21, 1938 at 3-00 p.m. by Grantor.

Madd Jounty, Olerk-Auditor

#26532

E. L. George et ux to Perdita Peed et vir

LEASE

THIS INDENTURE, made this 28th day of September, 1938 by and between & L. George . and Helen L. George, husband and wife, provides of the first part, hereinafter called the lessors and Perdita Reed and Louis Reed, wife and husband, partits of the second part, hereinafter called lessees, that for in consideration of the rents and covenants hereinafter centained and mentioned the lessors do by these presents lease and let unto the lessees for a period of one year from and after the 29th day of September, 1938, said term ending on the 29th day of September, 1939 that certain space in a building owned by t lessors together with the furniture and equipment located therein, all as hereinafter more specifice. Lly defined and mentioned, which building is located upon the following described tract of land situated in Skemenia County State of Washington, to-wit:

Lots 11 and 12 and the West Half of Lots 10 and 13 of Block 10 of the unrecorded plat of North Bonneville, More particularly described as:

Beginning at a point on the North line of the Evergreen Highway that is north 79°51' West 475 feet from a point that is 1052 feet South and 915.68 feet West of the North east corner of Section 21, Township 2 North, Tange 7 East of the Willamette Meridian, and running thence North 79°51' West 75 feet; thence North 0°48' West 200 feet; thence South 79°51' East 75 feet; thence South 0°48' East 200 feet to the place of beginning;

on the following terms and conditions, to-wit: The lessees agree to pay to the lessors as rental for the use of said property and equipment the sum of \$847.00 for the full term of this lease, payable at the rate of \$2.35 per day to be paid at the close of business of each and every day, the first payment bring due at the close of business on the 29th day of September, 1938. That the space covered by this lease consists of a room approximately twenty-eight by thirty-four feet in size located in the southeast front corner of a building known as George's Court and fronting on the Evergreen Highway and the personal property covered by this lease is filly inventoried and set out and described in the inventory attached hereto and made a part hereof by reference.

It is hereov agreed and understood that the lessors will pay all personal property taxes due upon said property as described in this lease and will keep up insurance upon the same and that the lessors shall have the right at all times to go upon said property to inspect the same and see that the same is in good order and that the place and the business is maintained in a good and orderly manner in each and every particular and that the business shall be operated in and orderly and lawful namer in all respects.

It is further understood and agreed that the lessees shall keep said premises clean and attractive and shall keep all of the equipment and fixtures as set forth in the inventory clean and in good mechanical condition at all times and be responsible for any injury and damage to the same and that said lessees shall not let or underlet the premises or any part thereof without first obtaining the written consent of the lessors nor assign this lease or any part thereof without such written consent and that if the rent shall be due and unpaid or if default shall be made in any of the covenants herein contained it shall be lawful for the lessors, their heirs or assigns to re-enter said premises and take possession thereof and remove any and all persons therefrom and such re-entry shall not work a forfeiture of this lease so far as the liability of the lessees are concerned; and that at the expiration of this lease the lessees shall quietly surrender said property to

the lessors in as good condition as and when taken, reasonable wear and tear and damage by the elements alone excepted. In connection with the payments to be made, it is agreed and understood that this lease is to be considered a tenancy from date to day and that in the event that the rental hereby provided for is not paid promptly each day that in the event that the lessees shall fail and neglect and refuse to pay this rental for a period of seven (7) days, then and in that event the lessors may at their option cancel the lease for thwith and eject the lessees from the said premises.

It is further agreed and understood that the lessors shall provide hot and cold water for the use of the lessees while they are operating under this lease but that the lessees must pay all electric bills and Flamo or gas bills with the exception of the electricity used for the operation of the water pump and that the puyment of the electricity and Flamo bills are an additional consideration in this lease to be paid by the lessees.

It is further agreed and understood that 'is lease is made subject to sale and that in the event the lessors secure a bona fide purchaser for said business during the term of this lease that this lease shall operate and be at an end upon ten (10) days written notice given by the lessors to the lessees of such a sale actually having been made and in that event the said lessees shall promptly vacate the premises.

In the event that the said lessees shall fully end promptly comply with all the terms and conditions of whis lease they shall quietly hold and enjoy possession of said premises for the full term hereof, subject to the above exceptions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in duplicate the day and year in this agreement first above writter..

Witnessed By:

Louise Ten Eyck D.M.Wall

A. L. George (Seal) Helen L. George Seal) Lessors

Perdita Peed Seal) Lewis Reed Lessees

## Yer OLUANNI

Electric Stove

3-Burner Flamo Stove

Large Flamo Griddle

11 Tables
1 Norge efrigerator
20 chairs

corner shelf

Heinz soup kitchen with hot cup

l Lacey hot cup l Hamilton Beach Electric Milk Shake

mixer with three cups

straw holder

patented silver napkin holder large oil burner stove

leather seated stools

soda fountain complete with counter

and base

ice cream cabinet compresso

sugar holders full sets of pottery dishes; being

12 of each.
juice dispensers

racks for popcorn, potato chips and candy electric light fixtures

soap fixtures in toilets

sets of salt and pepper shakers

green vinegar bottles nut bowl with silver cover

pie case and

paper towel racks towel rack in kitchen toilet paper holders

dressing table

11 long handled fountain spoons 12 short handled fountain spoons

ice cream dippers

ice cream spade

24 forks,

24 knives

12 soup spoons

cocktain forks steak knives

steel

wall can-opener

ice crusher

ash travs neon sign

pie marker

1 graduate glass
12 small milk bottles

syrup pitchers

ice cream marker

23 water glasses

12 cocktail glasses 6 banana split dishes

9 clear glasses 24 coco cola glasses

6 parfaits 11 ice cream dishes

10 soda glasses.

Filed for record October 4, 1938 at 8-30 a.m. by Grantee.

Skarania county, Clerk-Auditor.