

to the party of the first part in as good condition and state of repair as said property now is, natural wear and decay thereof excepted, upon the expiration of this agreement, or at any other time that this agreement may be canceled by the said party of the first part, as hereinafter provided.

It is further agreed that the party of the first part, his servants, agents or employees, shall have free access at all reasonable times to inspect and examine said personal property.

It is further agreed that in case said personal property, by reason of accident or from any other cause, shall require any attention by skilled workmen for the purpose of repairing said personal property or restoring the same to its present condition, then the party of the second part shall employ the party of the first part to make any and all necessary repairs upon said personal property, and the party of the second party hereby agrees to pay the party of the first part, upon demand, for said services, at the regular rates charged by the party of the first part for such work and services.

It is further agreed that the party of the second part shall not cause or suffer said personal property to be removed from the location herein designated, without the written consent of the party of the first part, and shall not assign or transfer said lease, or any interest therein, nor sell, assign, transfer lease or sublet said personal property, or any part thereof, and shall not cause or suffer the possession of said personal property to be transferred to any other person, whether by voluntary act, operation of law, or otherwise.

It is agreed that time is of the essence of this agreement, and in case the party of the second part shall fail to pay any rent when the same becomes due, or shall fail to make any other payment of money hereunder when the same becomes due, or shall fail to strictly and literally perform all and singular the terms, conditions and covenants of this agreement, then the party of the first part shall have the right to cancel this agreement without notice, and the party of the first part may enter upon the premises where said personal property is stored or kept, and take possession thereof, without previous demand or notice and without legal process.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed on the date first herein written.

A. G. Pinge

A. M. Bolter & Son  
By A. M. Bolter

Filed for record October 31, 1938 at 10-45 a.m. by A. G. Pinge.

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

#26644

Agnes P. Tinlin et al to Irvin Dykes

THIS INDENTURE, Made the First day of November, A.D. 1938, by and between Agnes R. Tinlin and J. O. Stearns, lessors, parties of the first part, and Irvin Dykes of the County of Skamania, State of Washington, lessee, party of the second part; WITNESSETH:

That the said parties of the first part for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by said party of the second part, his heirs, executors and administrators, have demised and leased to said party of the second part all those certain premises situate, lying and being in the County of Skamania, State of Washington, now owned by said parties of the first part and either of

them, located about six miles east of the City of Stevenson, State of Washington, and consisting of approximately 120 acres belonging to said Agnes R. Tinlin, frequently designated as "the Hutchinson place"; of two separate tracts of approximately twenty acres each adjoining said Hutchinson place owned by the said J. O. Stearns, designated as 42 acres, Section 26, Township 3 North, Range 8 East; also a further tract of forty acres belonging unto the said Agnes R. Tinlin, situate about three-fourths mile northerly from said first mentioned tracts, generally designated by the owner thereof and others as "the upper forty acre tract;"

TO HAVE AND TO HOLD the said above described and mentioned premises with the appurtenances unto said party of the second part, his heirs, executors and administrators, beginning with the First day of November in the year 1938, and terminating with the Thirtieth day of October, 1943, said party of the second part paying rent therefor as hereinafter stated;

Said party of the second part in consideration of the leasing of the premises aforesaid, does hereby covenant and agree with said parties of the first part, their heirs, executors, administrators and assigns, to pay to the said parties of the first part as rent for said demised premises the sum of \$75.00 on or before the First day of November, 1939; the further sum of \$75.00 on or before the First day of November, 1940; and further payments of \$100 each on or before the First day of November 1941, the First day of November, 1942, and the First day of November, 1943; and the said party of the second part further covenants with said parties of the first part that at the expiration of the time of this lease or the sooner determination thereof, he will yield up the said demised premises and the whole thereof unto said parties of the first part in as good condition as when entered upon or put during the term hereof; loss by fire or unavoidable accident and ordinary wear excepted.

It is further agreed by the party of the second part that neither he nor his legal representatives will underlet said premises or any part thereof or assign this lease or permit any other person or persons to occupy or improve the same without the written assent of said parties of the first part having first having been had and obtained thereto; that he will at his own cost and expense properly trim, prune, spray and care for all the orchards thereon being; that he will properly fertilize and cultivate such portions of said demised premises as are or may be cleared thereon and are tillable and suitable for the growing of such agricultural products as may be deemed advisable by said lessee; that he will keep and maintain all buildings, fences and other structures thereon in proper repair and condition during the term hereof; that all fertilizer produced upon said place shall remain and be properly applied to the soil as may be desired by said lessee.

It is expressly understood and agreed by and between the parties aforesaid that should the rent above reserved or any part thereof be behind or unpaid at the time and times appointed therefor, or if default be made in any of the covenants and agreements herein contained to be kept and performed by said party of the second part, his heirs, executors or administrators, it shall and may be lawful for said parties of the first part, their administrators or assigns, at their election to declare said term ended, and the said demised premises or any part thereof, either with or without process of law may be reentered and said party of the second part or other person or persons occupying or improving the same may be expelled, removed and put out and parties of the first part may repossess and enjoy the same as of their and each of their former estate.

Said parties of the first part especially reserve unto themselves the right to harvest and retain all of the fruit produced upon said premises, and so much of the garden



stuff as may be desired by said Agnes R. Tinlin for her family use.

IN WITNESS WHEREOF, the said parties of the first part and said party of the second part have hereunto set their hands and seals, in duplicate, this 1st day of November, 1938.

Agnes R. Tinlin (Seal)  
J. O. Stearns (Seal)  
Lessors

Irvin Dykes (Seal)  
Lessee

Filed for record November 3, 1938 at 11-12 a.m. by Irvin Dykes.

*Malcolm J. ...*  
Skamania County, Clerk-Auditor

#26668

Troy L. Mansfield et ux to John L. Melvin

LEASE

THIS INDENTURE, made this 1st day of September, 1938 by and between Troy L. Mansfield and Ellen Mansfield, husband and wife, parties of the first part, lessors, and John L. Melvin, party of the second part, lessor, WITNESSETH:

That in consideration of the rents and covenants hereinafter contained and mentioned the lessors do by these presents lease and let unto the lessee for a period of one year from and after the 1st day of September, 1938 said period to end on the 1st day of September, 1939 a certain service station and equipment located therein and thereon being situated on the following described property located in Skamania County, State of Washington to-wit:

The North one-half of Lots 12 and 13 in Block Four of North Bonneville; not however to include any other buildings or parts of buildings which may or might be located thereon upon the following terms and conditions, to-wit: That the lessee shall pay the lessors the sum of one cent per gallon for all gasoline sold from said station as rental for the use of the above described property and premises, payable every fifteen days beginning on September 15, 1938 and on the 1st and 15th of each month thereafter.

It is further understood and agreed that during the life of this lease that the lessee shall use only Signal products in and around said service station and property including Signal gasoline and oils, greases and accessories.

It is further understood and agreed that all of the service station equipment is leased together with the building which equipment includes one garage type National cash register No. 2473787, one battery charger, one electric Alemite grease gun, four hand guns for grease, one 13 Ton Hydraulic Jack, tire tools, one grease buggy, one Dill Electric vulcanizer, two tire gauges, one fire extinguisher, large size; one air compressor, two visible gasoline pumps, two electric meter pumps, one one-half gallon, one quart and one one-can type oil measures and other miscellaneous equipment too numerous to mention.

It is agreed and understood that the lessors will pay all real property taxes due upon said property and will keep up insurance on said building and upon the equipment thereon and that any and all improvements put upon said property by the lessee shall become a part thereof and remain thereon.

It is further understood and agreed that the lessee shall keep said premises and building clean and attractive and in a good state of repair at all times and conduct any and all business therein and thereon in a lawful and orderly manner and that the lessee shall not let or underlet the said premises or any part thereof without first obtaining the written consent of the lessors or assign this lease or any part thereof without such

STATE OF WASHINGTON )  
COUNTY OF CLARK, ) ss

This is to certify that on this 1st day of March 1933, personally appeared before me Cecil S. Guptill, party of the first part and Gladys Guptill, party of the second part, to me known to be the individuals who signed the above and foregoing agreement and acknowledged to me that they signed the same as their free and voluntary act for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1st day of March 1933.

(Notarial seal affixed)

John Wilkinson  
Notary Public in and for the State of  
Washington, residing at Vancouver, therein

Filed for record March 27, 1939 at 2-20 p.m. by Gladys Guptill.

Mabel J. Case  
Skamania County Auditor.

#29245

G. W. Cottrell to Alaska Junk Co.

Assignment.

Know all Men by these Presents; that whereas the undersigned G. W. Cottrell, of Washougal, Washington, is indebted to S. Schnitzer and H. J. Wolf, et al, partners as Alaska Junk Company, in a sum of approximately twelve thousand (\$12000) dollars; which debt is evidenced by the note of G. W. Cottrell and his wife, Georgia E. Cottrell, and is secured by their mortgage which covers their real and personal property, making up the site of and machinery for an electrical generating plant.

And Now Therefore in order further to secure the said debt which is so evidenced, the said G. W. Cottrell, does hereby assign, transfer, convey and set over unto the said Alaska Junk Company, all sums of money now due or to become due to him on account of the performance of a certain contract, made between the assignor and Western Light and Power Company, which contract provides for the sale to the Western Light and Power Company of the current to be generated at the proposed plant, the details of which sale and purchase are full set forth in the said contract.

And the said G. W. Cottrell does hereby assign the said Contract, with all of its rights and liabilities to the said Alaska Junk Company, reserving to himself only the right to perform the said contract so long as the debt referred to is paid according to its terms, otherwise the assignee is authorized to perform the said contract and to take and receive to itself all of the benefits thereof, until its debt shall be fully paid.

In Witness Whereof this instrument is executed this 30th day of March, 1939.

G. W. Cottrell

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss

This is to certify that on this 30th day of March, 1939 before me, the undersigned authority, a Notary Public in and for the County and State named, personally appeared G. W. Cottrell, who is known to be the person described in and who executed the within and foregoing assignment, and he acknowledged to me that he signed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof I hereunto set my hand and official seal the day and year above mentioned.

(No seal affixed)

R. C. Sugg  
Notary Public for the State of Washington, re-  
siding at Vancouver, therein.

Power Contract



This Agreement, made and entered into this 6th day of March 1939, by and between G. W. Cottrell, party of the first part, hereinafter known and referred to as the seller, and Western Light and Power Company, a corporation, party of the second part hereinafter known and referred to as the buyer, Witnesseth:

That whereas the buyer owns and operates an electrical distributing plant, in the Cities of Camas and Washougal, and vicinity in Clark county Washington, and it desires to obtain more power, and to procure power at a lower price than it now pays, and it is not financially able to build and maintain the necessary additional plant\_

That whereas the seller is an officer and stockholder on the buyer corporation, and is interested in its welfare, and is in active management of its affairs; and he can, by ploding his own credit, and using his own funds, develop a power plant that will serve the necessary present needs of the buyer, and he can deliver current to the buyer at a price less than it can be obtained elsewhere.

Therefore it is mutually agreed by the parties that the seller will proceed forthwith to procure and develop a hydro-electric plant, with sufficient capacity to serve the present needs of the buyer, which generating plant will be located on the Washougal River in Skamania County, Washington; and he agrees to make available current to the volume of not less than 650 K.V.A., and to deliver the said current at 13,200 volts, with 60 a/cycle 1 phase alternating current.

The seller will construct maintain and operate all necessary switches, meters, and safety cut outs on his own plant, and the buyer shall hook on at the plant of the seller, and take the current from there, all at its own expense.

The buyer undertakes and agrees to pay for such current at the rate of \$1.25 per kilowatt month; meaning thereby \$1.25 per month for each kilowatt of the buyer's maximum demand, as measured by the seller's meter; provided that the buyer shall pay to the seller a minimum amount of \$500 per month; meaning that in the event that the buyer's demand shall not be sufficient, taken at the rates mentioned, to equal \$500; that it shall nevertheless pay the minimum amount mentioned.

The seller undertakes and agrees to use every effort to keep the supply of current constant, but he is not to be held liable, in damages or otherwise, for any interruption flowing from any cause beyond his control, or which could not have been foreseen and provided against by the use of ordinary prudence and diligence.

This agreement shall take effect as soon as the contemplated generating plant is ready for operation, and this date is estimated to be about September 1st, 1939; and shall continue in effect for a period of ten years from that date.

All sums due for current supplied under this contract for a given month shall be payable on or before the 10th day of the month following.

In case either party questions the accuracy of the meter used for measuring the consumption of current, such party may, at his own expense, have such instrument checked or re-calibrated, and if error is disclosed, such error shall be at once corrected and adjusted.

In Witness Whereof the parties have hereunto set their hands this 6th day of March, 1939.

G. W. Cottrell  
Western Light & Power Company  
By G. W. Cottrell, President  
G. W. Cottrell, Secretary.  
Attest:

Filed for record April 18, 1939 at 9-40 a.m. by Grantee.

Malcolm J. Grant  
Skamania County Auditor

#27473

F. M. McKelvey to Myrtle McKelvey

This Agreement made and entered into by and between F. M. McKelvey, party of the first part, and Myrtle McKelvey, his wife, party of the second part, witnesseth:

Whereas, there is now pending in the Superior Court of the State of Washington an action for divorce brought by the party of the second part as plaintiff against the party of the first part, and

Whereas, it is agreed between the parties that they can no longer live together as husband and wife and that a property adjustment should be made.

Now Therefore, it is agreed by and between the parties hereto:

(1) That the party of the first part shall pay to the party of the second part the sum of Four Hundred Fifty and 00/100 (\$450.00) Dollars.

(2) The party of the first part shall also pay to the party of the second part the sum of \$30.00 to defray one-half of the expense of the divorce action.

(3) The party of the second part shall convey all her right, title and interest in and to the real property situate in Skamania County, Washington, being the home property in Section 1, T. 2 N. R. 7 E. W. M. and Section 2, T. 2 N. R. 7 E. W. M., subject to a flowage easement conveyed to the United States of America by a deed which has not been placed of record.

(4) The consideration for the conveyance to the United States of the above mentioned flowage easement shall be divided equally between the parties hereto and such formal order as may be necessary to authorize the agents of the United States to make payment thereof in equal shares to the parties hereto shall be executed as required.

(5) As to the property which the parties may own within the State of Oregon it is agreed that all property in the possession of each of the parties shall be taken and considered as their separate estates and title thereto shall be vested in the parties according to their possession.

Dated at Stevenson, Washington this 19th day of February, 1937.

Witnesses:  
Raymond C. Sly  
R. M. Wright.

F. M. McKelvey  
Myrtle McKelvey

Filed for record June 16, 1939 at 2-30 p.m. by F. M. McKelvey.

Malcolm J. Grant  
Skamania County Auditor.

#27740

C. H. Manners to Olaf Larsen.

Lease.

This Indenture, made the 1st day of June, 1939, between C. H. Manners, the party of the first part, and Olaf Larsen, the party of the second part:

Witnesseth, that the party of the first part, owner of that certain orchard known as the Manners Orchard, agrees to lease to the party of the second part for a term of five years.

Party of the second part agrees to pay all of the expenses in producing the crop; when said annual crop is sold the party of the second part shall retain the first \$100.00