

Book 3 of Agreement and Leases.

scribed property to Buyer, by bill of sale.

Seller makes no warranty in respect to the above described property, or any thereof, other than that title will be vested in Buyer upon compliance with his obligations hereunder.

This contract expresses the full agreement of the parties hereto, and no agreement other than as herein set forth shall be obligatory upon either party.

In Witness Whereof, the said Union Oil Company of California, has caused these presents to be signed in its name, by D. P. Hunter, its Division Manager at Portland, Oregon this 13th day of August A. D. 1946, by special and limited authority conferred upon him for the purpose by the Board of Directors.

Union Oil Company of California
By D. P. Hunter, Division Manager
Portland Division
J. A. Gaines, Buyer

The undersigned, owner of the premises upon which the property described in the foregoing agreement is to be installed, hereby consent to the making of said agreement and agree that said Union Oil Company of California may remove any and all property which may have been, or may hereafter be, placed by it upon said premises, as provided in said agreement.

Dated July 25, 1946.

Witnesses: K. D. Noyland

J. A. Gaines

(seal)

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this 25th day of July, in the year A. D. 1946, before me, R. M. Wright, a notary public in and for said county and state, residing therein and duly commissioned and sworn, personally appeared J. A. Gaines and _____, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness 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)

R. M. Wright
Notary Public in and for said county and state. My commission expires March 18, 1947.

Filed for record August 20, 1946 at 1-15 p.m. by Grantee

Melvin J. Jones
Skamania County Auditor.

#35825

Haktor Aalvik to H. E. Williams and assigned to
Smith Construction Company

This Indenture made and entered into this 24th day of August, 1944, by and between Haktor Aalvik, a single man, Lessor, and H. E. Williams, Lessee, Witnesseth:

That the Lessor in consideration of the rentals to be paid as hereinafter provided does hereby lease and let unto the Lessee the following described real property in Skamania County, Washington, to-wit:

Lots 3, 4, 5 and 6, Block 3, Riverview Addition to the Town of Stevenson, except the right-of-way of the S. P. & S. Railway Company

for the term of five years from the first day of September, 1944.

The lessee promises and agrees to pay as rental therefore the sum of \$10.00 per month payable quarterly in advance and to keep the buildings thereon insured with some

reliable insurance company in the sum of \$500.00, loss, if any, payable to the Lessors, and in case of failure to pay the rental as aforesaid and within thirty days after the same shall become due or to keep the premises insured as aforesaid the Lessor may declare this Lease terminated and take possession of said premises.

Upon expiration of the terms aforesaid or prior termination of this lease the Lessee will quit and surrender the premises in as good condition as received ordinary wear excepted.

In case of destruction or damage to the buildings upon the premises above described during the term of this lease the Lessee shall have the option to rebuild the buildings or repair the damage and in such event all monies received on account of insurance shall be applied thereto but the Lessor shall not be bound to contribute any greater sum of money. In case of such loss or damage to an extent rendering the property impracticable for use the Lessee without the expense of a sum of money in excess of the amount paid on account of insurance the said Lessee may at his option terminate this lease and shall not be held by damages therefore.

The Lessee shall have the right to make such repairs and alterations in and upon the buildings as may be necessary or convenient for his use thereof provided that such changes shall not damage or substantially decrease the value of said buildings and provided further that all such repairs or changes shall be made wholly at the expense of the Lessee.

The Lessee shall have the option to renew this lease at the end of the term aforesaid for an additional term of five years provided he is at that time using the property for the operation of a going business upon the same terms and conditions as herein specified except that the rentals shall be a reasonable sum to be determined by the parties not to exceed however, the sum of \$25.00 per month nor to be less than the sum of \$10.00 per month. Notice to so extend lease shall be communicated to the Lessor by the Lessee in writing at least ten days prior to the end of said term.

Haktor Aalvik (seal)
Lessor
H. E. Williams (seal)
Lessee

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

On this day personally appeared before me Haktor Aalvik, a single man, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 8 day of September, 1944.

(Notarial seal affixed)

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

Stevenson, Wash., July 27th, 1946.

For \$1.00 (one dollar) and other valuable considerations I hereby assign all of my right title and interest in and to the above lease to Smith Construction Co.

Witness:
Virginia Smith

H. E. Williams

Filed for record August 24, 1946 at 11-40 a.m. by Eason H. Smith

Marg J. Lane
Skamania County Auditor.