

G. W. CASSADAY ET UX TO FRED NELSON ET AL

THIS INDENTURE, MADE THIS ... DAY OF MARCH, 1926 BY AND BETWEEN G. W. CASSADAY AND JESSIE CASSADAY, HIS WIFE, PARTIES OF THE FIRST PART AND FRED NELSON AND A. G. GRAY, PARTIES OF THE SECOND PART, WITNESSETH:

THAT THE SAID PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE RENTALS TO BE PAID AS HEREINAFTER PROVIDED HEREBY LEASE AND LET UNTO THE SAID PARTY OF THE SECOND PART, THEIR HEIRS AND ASSIGNS THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE, LYING AND BEING IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION ONE (1) TOWNSHIP THREE (3) NORTH OF RANGE SEVEN AND ONE HALF (7 $\frac{1}{2}$) EAST OF THE WILLAMETTE MERIDIAN, TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERE-UNTO BELONGING, INCLUDING ALL WATER AND IRRIGATION RIGHTS FOR SAID LAND.

TO HAVE AND TO HOLD THE SAME UNTO THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS AND ASSIGNS FOR THE TERM OF SIX YEARS FROM THE FIRST DAY OF MARCH 1926.

AND THE SAID PARTY OF THE SECOND PART COVENANTS AND AGREES TO AND WITH THE SAID PARTIES OF THE FIRST PART THAT THEY WILL PAY AS RENTAL FOR SAID LAND THE SUM OF ONE HUNDRED FORTY (\$140.00) DOLLARS PER ANNUM PAYABLE IN ADVANCE IN SEMI-ANNUAL INSTALLMENTS OF SEVENTY (\$70.00) DOLLARS EACH ON THE FIRST DAY OF MARCH AND ON THE FIRST DAY OF AUGUST RESPECTIVELY OF EACH YEAR.

AND THE SAID PARTIES OF THE SECOND PART FURTHER PROMISE AND AGREES THAT THEY WILL CARE FOR SAID PREMISES IN A GOOD HUSBANDLIKE MANNER; THAT THEY WILL NOT COMMIT OR SUFFER WASTE THEREON AND THAT AT THE END OF THE TERM AFORESAID, WILL QUIT AND SURRENDER THE SAID PREMISES IN AS GOOD CONDITION AS THEY NOW ARE, REASONABLE USE THEREOF EXCEPTED.

AND THE SAID PARTIES OF THE FIRST PART COVENANT AND AGREE TO AND WITH THE SAID PARTIES OF THE SECOND PART THAT THEY MAY HAVE THE IMMEDIATE POSSESSION OF SAID PREMISES AND QUIETLY AND PEACEABLY RETAIN AND OCCUPY THE SAME DURING THE TERM AFORESAID; PROVIDED THEY SHALL, DURING SAID TERM, PUNCTUALLY PAY THE RENTAL AFORESAID AT THE TIME AND IN THE MANNER ABOVE SPECIFIED AND KEEP AND PERFORM ALL COVENANTS OF THIS LEASE, BUT THAT IN CASE OF DEFAULT IN THE PAYMENT OF THE RENTAL AS AFORESAID OR UPON THE FAILURE OF THE SAID PARTY OF THE SECOND PART TO KEEP AND PERFORM THE COVENANTS HEREIN CONTAINED THIS LEASE SHALL BE IMMEDIATELY TERMINATED AND THE PARTIES OF THE FIRST PART MAY IMMEDIATELY HEREAFTER ENTER INTO AND TAKE POSSESSION OF THE SAME WITHOUT NOTICE OR SUIT AT LAW BEING REQUIRED.

THE SAID PARTIES OF THE FIRST PART ^{HEREBY} COVENANT AND AGREE TO AND WITH THE SAID PARTIES OF THE SECOND PART THAT THEY MAY HAVE THE USE OF SUCH PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION ONE TOWNSHIP THREE NORTH OF RANGE 7 $\frac{1}{2}$ EAST AS HE SHALL, DURING THE TERM OF SAID LEASE, CLEAR AND PREPARE FOR CULTIVATION.

THE SAID PARTIES OF THE FIRST PART AGREE TO FURNISH ALL POSTS AND WIRE NECESSARY TO KEEP UP THE LINE FENCES.

THIS LEASE SHALL NOT BE ASSIGNED NOR THE PROPERTY HEREIN DESCRIBED SUBLET BY THE SAID PARTIES OF THE SECOND PART WITHOUT THE WRITTEN CONSENT OF THE SAID PARTIES OF THE FIRST PART.

IN TESTIMONY WHEREOF, THE SAID G. W. CASSIDAY SIGNED AND SEALED THIS PRESENT AND THE SAID JESSIE CASSADAY HAS CAUSED THE SAME TO BE EXECUTED BY THE SAID G. W. CASSADAY AS HER ATTORNEY IN FACT AND THE SAID PARTIES OF THE SECOND PART HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

JESSIE CASSADAY _____ (SEAL)

BY _____ (SEAL)

HER ATTORNEY IN FACT.
G. W. CASSADAY _____ (SEAL)

FILED FOR RECORD DECEMBER 2, 1926, AT 12 M. BY A. G. GRAY

W. A. Mitchell
COUNTY AUDITOR
BY *W. A. Mitchell* DEPUTY

FRED NELSON TO A. G. GRAY
AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT FRED NELSON, A BACHELOR, PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF THREE HUNDRED NINETY-SIX AND 78/100 (\$396.78) DOLLARS TO HIM IN HAND PAID DOES HEREBY TRANSFER ASSIGN AND SET OVER TO A. G. GRAY PARTY OF THE SECOND PART, ALL HIS RIGHT TITLE AND INTEREST IN AND TO THAT CERTAIN INDENTURE OF LEASE, MADE AND EXECUTED BY G. W. CASSIDAY AND JESSIE CASSIDAY, HIS WIFE AS LESSORS TO FRED NELSON AND A. G. GRAY, AS LESSEES, DATED THE ... DAY OF MARCH 1926, COVERING THE FOLLOWING DESCRIBED REAL PROPERTY IN SKAMANIA COUNTY, WASHINGTON TO-WIT:

THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SEC. 1 TWP. 3 N.R. 7 $\frac{1}{2}$ E. W.M. AND WATER RIGHTS APPERTAINING THERETO; WHICH SAID LEASE IS FOR THE TERM OF SIX YEARS FROM THE 1ST DAY OF MARCH 1926

TO HAVE AND TO HOLD THE SAME UNTO THE PARTY OF THE SECOND PART HIS HEIRS AND ASSIGNS FOR THE REMAINDER OF THE TERM OF SAID LEASE.

IT IS HEREBY AGREED THAT THE PARTY OF THE SECOND PART, DOES ASSUME AND AGREE TO PAY THE OBLIGATIONS ON ONE CENTURE TRACTOR AND DISC AS COVERED BY THE NOTE OF A. G. GRAY AND FRED NELSON TO THE BANK OF STEVENSON.

IT IS ALSO AGREED THAT FRED NELSON SHALL HAVE THE RIGHT TO DIG WHAT NEW STRAWBERRY PLANTS HE MAY WANT FROM THE ABOVE DESCRIBED PROPERTY; BUT IN NO EVENT SHALL HE DIG TO EXCEED ONE-HALF OF THE PLANTS ON SAID PROPERTY AND ALL DIGGING SO DONE SHALL CEASE ON OR BEFORE THE 15TH DAY OF APRIL 1927.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS IN DUPLICATE THIS 1ST DAY OF DECEMBER 1926.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF.

A. G. GRAY _____

FRED NELSON _____

STATE OF WASHINGTON ()
COUNTY OF SKAMANIA.)

I JOS. GREGORIUS A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT ON THIS 1ST DAY OF DECEMBER 1926 PERSONALLY APPEARED BEFORE ME FRED NELSON AND A. G. GRAY 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 THEREIN MENTIONED.