

this 22nd day of September, 1933, personally appeared before me C.C. Cree and Lua Cree, husband and wife to me known to be the individuals described in and who executed the within 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 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 the State of Washington,
residing at Stevenson in said County.

Filed for record March 12, 1947 at 11-50 a. m. by C. C. Cree.

John C. Waackner
Skamania County Auditor

#36418

Coca-Cola Bottling Co. to Washougal River Mercantile

Cab # 90338 Cmp# 20 x 856 Skamania, Wash. Date March 6, 1946

THIS AGREEMENT, entered into this day by and between Coca-Cola Bottling Company hereafter to be known as the party of the first part, and Washougal River Mercantile, Tietz, F. W. Route 2, Box 91, Washougal, Wn. hereafter to be known as the party of the second part.

The party of the second part agrees to purchase from the party of the first part the following described equipment:

One Master Electric Cooler for Coca-Cola

at a purchase price of \$192.50 plus 5.78 Sales Tax, on the following terms: 69.28 Cash, and the balance as follows: 10.75 per mo. for 12 mo. said payment to be made to a representative of Coca-Cola Bottling Company when due as called for in this agreement.

It is understood and agreed that the property described in this agreement shall remain the property of Coca-Cola Bottling Company until all payments have been made, and the loss or destruction thereof shall not relieve or release the undersigned from the payment of any balance then due the vendor.

In case of default of one or more payments, Coca-Cola Bottling Company may as they elect enter the premises and remove the above property without process of law and apply any and all payments which have been made as rental for use of said property to cover use, wear and tear.

Witness _____

F. W. Tietz
Purchaser

Address _____

Approved COCA-COLA BOTTLING CO
Coca-Cola Bottling Company of Oregon
Vancouver, Wash.

By W. B. Daggett, Mgr.

Filed for record March 18, 1947 at 10-00 a.m. by Coca-Cola Bottling Co.

John C. Waackner
Skamania County Auditor

#36411

Ray L. Mallicott et ux and Josephine Walker

LEASE AND OPTION AGREEMENT

THIS AGREEMENT, Made and entered into this 13th day of March, 1947, by and between Ray L. Mallicott and Irene Mallicott, husband and wife, hereinafter referred to as the first party (whether singular or plural) and Josephine Walker, hereinafter referred to as the second party (whether singular or plural).

WITNESSETH, In consideration of the covenants herein contained to be kept by the second party, first party does hereby lease, demise and let unto the said second party the following described premises, to-wit:

Beginning at the Southeasterly corner of Lot 2 in Block 1 of Bonnevista, Skamania County, Washington, according to the duly recorded plat thereof, said Bonnevista being an addition to North Bonnevill; in said County and State, and running thence Northerly along the East line thereof, 75 feet; thence Westerly, along the North line of said Lot, 25 feet; thence Southerly, parallel with the East line thereof, 75 feet; thence Easterly, along the South line thereof, 25 feet to the place of beginning.

TO HAVE AND TO HOLD the same unto the second party for the term beginning the 1st day of March, 1947, to and including the 28th day of February, 1952, with the right of the second party to renew said lease for an additional five years by giving written notice to the first party or their assigns thirty days prior to the expiration of this lease.

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That the second party does hereby covenant to and with the first party, their heirs, executors, administrators or assigns, to pay as rental for the said premises for said term the sum of \$720.00 per year, \$60.00 upon the execution of this agreement, receipt whereof is hereby acknowledged and the sum of \$60.00 on or before the first of each and every month hereafter during said period of this lease.

It is further understood and agreed by and between the parties herein that the second party has an option to purchase the real property above-described within one year's time from the date of this contract. In the event the second party does exercise her option in writing within one year from date hereof, it is agreed between the parties herein that the first party will sell to the second party the above-described real property and buildings thereon for the sum of \$3,500 payable as follows: \$1,500 on or before one year from date hereof and the balance to be paid at not less than \$50.00 per month, in lawful money of the United States, plus interest at the rate of 6% per annum until the contract to purchase the business and equipment is paid in full. That thereafter the second party is to increase his monthly payments, which are to be applied on the purchase of the land and building, from \$50.00 to \$200.00 plus interest at 6% until the entire purchase price is paid in full including interest.

The second party expressly agrees to make no unlawful or offensive use of said premises; that waste thereof will not be suffered or permitted; that no alterations or additions to or upon said premises will be made or suffered nor this lease or option hereinafter granted, assigned, nor said premises sublet, nor may any other persons occupy said premises, unless the written consent of the first party is first had and obtained. Said second party farther agrees to promptly pay the rental installments as hereinabove provided as the same may become due; that at the expiration of this lease, if said option is not exercised, second party will quit and deliver up the premises to the first party, peaceably and quietly and in as good order and condition

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as the same now is (reasonable use and wear thereof, fire and other unavoidable casualties excepted).

The second party agrees to comply with the ordinances and the laws of the State of Washington relative to the use and occupancy of said premises and to keep sidewalks surrounding said premises free of obstructions, ice and snow and further agrees to pay all charges for water, gas and electricity used on said premises as they become due.

The first party agrees to keep the roof and exterior of the premises in a good state of repair and the second party is to maintain and keep up the interior of the premises.

The first party will pay all real estate taxes promptly as they become due and if the second party exercises their option to purchase said property that the taxes and assess-

ments shall be prorated.

In the rental installments hereinabove mentioned to be made by second party should be in arrears for a period of 15 days or if the second party shall neglect or fail to do or perform any of the covenants herein contained, then and in the event of any of said cases, the first party may immediately, or at any time thereafter while said default continues, enter upon said premises or any part thereof and repossess the same and expel the second party and those claiming under second party and remove said second party's effects, forcibly if necessary, without being taken or deemed guilty in any manner of trespass and without and all payments theretofore made by second party under this agreement, out prejudice to any other remedies which might otherwise be used for arrears of rent, and all additions and improvements by second party made to and upon said real property, shall be retained and belong to first party as liquidated damages.

In the event of such arrearage, neglect or failure, the second party hereby expressly waives the service of any notice of intention to terminate this lease or to repossess said premises, and further waives any demand for payment of rent or for possession, or of any and every notice or demand prescribed by any law of the State of Washington, and agrees that the simple breach by the second party of

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any of the covenants herein shall of itself constitute a wrongful detainer of said premises by the second party within the meaning of the statutes of the State of Washington covering forcible entry and detainer.

As a further consideration of the covenants herein contained to be kept by second party and the payments to be made by said second party for and on account of the above lease, the said first party does hereby give and grant unto the second party, the sole, exclusive and irrevocable right and privilege of purchasing the real property hereinabove described, subject to and upon the terms and conditions as set forth herein.

Upon the second party exercising the option herein granted to purchase, first party agrees to furnish within ten days thereafter a title insurance policy continued to date showing marketable title to the above described premises in first party subject to building restrictions, zoning ordinances, if any, and any liens or encumbrances against said premises to be assumed by second party. Said second party shall have a reasonable time to examine said title insurance and shall return the same together with a written report of any objections to said title to said first party and first party may have such time as may be necessary to clear such objections.

Time is hereby declared to be the essence of this agreement and in the event the second party shall fail or neglect to make the payments or any of them as herein provided for or shall fail to strictly and literally perform any of the covenants or conditions herein contained, then all payments theretofore made by second party to the first party shall be considered as rent and shall be retained and belong to the first party herein and the option herein granted to second party shall thereupon become null and void without any notice of termination or act by first party.

It is further agreed between the parties herein that in the event the premises are destroyed by fire that the second party shall have the right to terminate this lease and if the building on said premises is partially destroyed so that the second party cannot carry on her business

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then the rent is to be suspended until such time as the premises are repaired and reinforced in such a manner as to permit the second party to continue business.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in

duplicate at Portland, Ore., the day and year first above written.

Ray L. Mallicott (SEAL)
Ray L. Mallicott

Irene Mallicott (SEAL)
Irene K. Mallicott

Josephine Walker (SEAL)
Josephine Walker

STATE OF Oregon } SS.
COUNTY OF Multnomah }

BE IT REMEMBERED, That on this 13 day of Mar, 1947, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ray L. Mallicott, Irene Mallicott, and Josephine Walker, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(Notarial seal affixed)

Frank W. King

Notary Public for Oregon

My commission expires: Dec. 10 - 1948

Filed for record March 14, 1947 at 4-45 p.m. by Josephine Walker.

John C. Wastene
Skamania County Auditor

#36504

Wm. J. Wineberg et al to Ed Sorenson

LOGGING AGREEMENT

THIS AGREEMENT, made and entered into at Portland, Oregon, on this the 10th day of February, 1947, by and between Wm. J. Wineberg, of Vancouver, Washington and L. E. Allen, of Washougal, Washington, parties of the first part, hereinafter called the "SELLERS", and Ed. Sorenson, of Vancouver, Washington, party of the second part, hereinafter called the "BUYER", WITNESSETH:-

That, WHEREAS, the sellers are the owners of the following described real property situated in Skamania County, State of Washington, to-wit:-

"The South One-Half ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{4}$) and the North West Quarter ($\frac{1}{4}$) of the South East Quarter ($\frac{1}{4}$) of Section Five (5) Township One (1) North Range Five (5) East of the Willamette Meridian, in Skamania County, State of Washington;"

on which there is a valuable stand of standing and down timber, and the sellers are desirous of disposing of all of the timber, including the merchantable saw logs, on all of the land hereinabove described that lies north of the State Highway that runs across said land, and the buyer is desirous of acquiring and logging same;

NOW, THEREFORE, in consideration of the sum of One Thousand (\$1,000.00) Dollars this day in hand paid by the buyer to the sellers, the receipt whereof is hereby acknowledged, and the mutual covenants and agreements herein contained, the parties hereto mutually agree to and with each other as follows, to-wit:-

1. The buyer hereby agrees to buy and the sellers hereby agree to sell all of the timber, including the merchantable saw logs, on all of the land hereinabove described that lies north of the State Highway that runs across said land, and the buyer hereby agrees to pay to the sellers for all said timber and merchantable saw logs at the rate of Seven (\$7.00) Dollars per thousand feet board measure Truck Scale, such Truck Scale to be checked and approved by the sellers or their representative on the ground, and to be paid for before