

from the 1st of each March. Payment shall be calculated and paid on the 10th of the month for the account for the preceding month as disclosed by the Association records, a copy of which shall be furnished by the parties of the first part.

It is further mutually understood and agreed that the parties of the first part may construct and maintain such roads and driveways on, over or across the said premises as may, to them, seem necessary; that they may, at the expiration of the term of this agreement remove any or all structures by them placed on the subject property; that this lease may be continued from year to year upon the terms as hereinabove provided for the period herein set forth by the parties of the first part notifying the parties of the second part, in writing, one month in advance of their intention to continue the said lease; that this agreement shall be and remain in force for its term and be binding upon the heirs, executors, administrators, assigns and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 1st day of March, A. D. 1947.

John M. Jessup

Mary Jessup

Patrick C. Hogan

Kenneth M. Grasseeth

Filed for record May 2, 1947 at 10-00 a.m. by Hogan & Grasseeth.

*John C. Wadsworth*  
Skamania County Auditor

#36572

Earl J. Cummins et ux and Elwin Brace et ux

THIS INDENTURE OF LEASE made and entered into this 8th day of March, 1945, by and between Earl J. Cummins and Lulu E. Cummins, his wife, hereinafter named the Lessors, and Elwin Brace and Gladys Theo Brace, his wife, hereinafter named the Lessees,

W I T N E S S E T H:

That for and in consideration of the stipulations and agreements hereinafter contained, and the covenants to be kept by lessees, the lessors do hereby let, demise and lease unto the lessees, all that certain real property situate, lying and being in Skamania County, State of Washington, and more particularly described as follows:

SE quarter of NE quarter and SE quarter  
of Section 19, Township 3 North Range  
10 East of Willamette Meridian

and also all water rights and interests in water rights appurtenant to said lands, for the term of five years from first day of March, 1945 to and including the last day of February, 1950.

It being understood and agreed that the foregoing real property is a farm having upon it the usual and ordinary equipment and appurtenances, inventory thereof attached, for the purposes and reasonable use and occupancy thereof, and that the same and the whole thereof are included in the terms of this contract.

It is further understood and agreed that the lessees will go into immediate possession of said real property and will from and after the date hereof farm said lands in good and husbandly manner, and particularly will they prune, spray, cultivate and care for the apple orchard thereupon, all in the usual approved manner, and that said lessees will pay all of the costs and expenses involved therein.

It is further understood and agreed that the lessees shall pay as rental for said property one-third of the produce raised thereupon, and especially one-third of the apples, hay and timber harvested therefrom, the lessors to pay however one-third of the costs of

harvesting said apples and timber and with relation thereto it is understood and agreed that the lessors have the right and the authority to designate the person, firm or corporation to whom timber may be sold and to whom the apples grown on said property shall be sold, and said lessees do agree particularly that said apples and timber will be sold to the person, firm or corporation so designated by the lessors.

In consideration of the premises the lessors do hereby grant and give unto the lessees an option to purchase the aforesaid real property at and for the total consideration of \$24,000.00, it being understood and agreed that the lessees may at any time during said term exercise this option to purchase said real property and all equipment on property (E.J.C.-L.E.C.) (E.B.-G.T.E.) by paying to the lessors the sum of \$2000.00, and in the event the lessees do so exercise this said option to purchase this property as aforesaid, then and in that event the lessors do hereby agree to thereupon account to the lessees with relation to the rental theretofore received from the lessees, and to give lessees credit on said total purchase price for the net amount of rental theretofore received by lessors, less interest on said \$24,000 from the date hereto until the lessees shall so exercise such option, the same to be computed at the rate of 4% per annum, and less any and all taxes paid by the said lessors on the said real property between the date hereof and the date when said lessees shall exercise said option, and that time said lessors will make, execute and deliver to the lessees a contract of sale and purchase on said real property, which contract of sale and purchase shall provide for an annual payment thereon of not less than one-fourth of the net proceeds derived from the sale of the produce aforesaid from said real property each year thereafter, which said one-fourth shall include interest on the unpaid balance of said purchase price, and said contract shall further provide that the purchasers named therein shall pay the taxes annually accruing against said property, and shall keep the buildings and other structures thereupon reasonably insured against loss by fire, with loss payable clause on such insurance payable to parties as their interest may appear.

And it is further understood and agreed that included in said \$2000.00 in this option mentioned, shall be all moneys received by the lessees aforesaid, except down payment of \$1500, from the sale of their farm in Yamhill County, Oregon, recently made, being in collected \$600.00.

In Witness Whereof the parties hereto have set their hands and seal: this 8th day of March, 1945.

Earl J. Cummins

Lulu E. Cummins  
Lessors

Elwin Brace

Gladys Theo Brace  
Lessees

Filed for record May 3, 1947 at 9-45 a.m. by R. C. Sly.

John C. Wackman  
Skamania County Auditor

#36612

Earl N. Congdon et al to A. V. King

WHEREAS, EARL N. CONGDON, W. HOY, and ARNOLD STEVENSON are co-partners doing business under the assumed business name and style of CONGDON AND COMPANY of Stevenson, Washington, are engaged in the saw mill business in Skamania County, Washington, and whereas said parties desire to associate one A. V. KING of Portland, Oregon, in such business for the purpose, among others, of supplying operating capital for such venture,