

Book 3 of Agreements & Leases

(Notarial Seal Affixed)

R. N. Kavanaugh
Notary Public for Oregon
My Comm. Exp. Aug. 17, 1948

Filed for record May 29, 1948 at 9-45 a.m. by R. N. Kavanaugh.

John C. Telephor
Skamania County Auditor

#37974

Leslie W. Yeager et ux to W. E. Wilson et ux

THIS AGREEMENT made and entered into by and between Leslie W. Yeager and Doris S. Yeager, husband and wife, Vendors, and W. E. Wilson and Ruth E. Wilson, husband and wife, Vendees, WITNESSETH:

That the Vendors in consideration of the payments to be made ^{as} hereinafter provided do hereby covenant and agree to sell and convey to the Vendees, the following described personal property in Skamania County, State of Washington, to-wit:

Middlebe-Marshall Oven-Model E; Readeo-G-60-65891 Mixer with all atta; Speed Giant Slicer; Miller sealer, five shelf bread rack; G. E. 7 ft. refrigerator, donut kettle, electric element, screens, thermometer and range, new scales, scoops and weights, double compartment built in sink, 3 large heavy tinned mixing bowls and barrel on wheels, pan bin on wheels, pan bench, work bench, back bar, 10 foot show case, 4 foot show case, small gum case, wrapping counter & paper racks, American cash register & adding machine, coffee counter & stools, coffee cupboard, cake tins, pie tins, bread pans, cookie trays, display trays, yeast kettle & beater-flour sieve, rolling pins, bench brush, cutters, spatulas, 3 covered tin bins, garage.

And the Vendees agree to pay therefor the sum of \$3000.00 as follows: \$2000.00 upon delivery of these presents receipts whereof is hereby confessed and the balance thereof at the rate of \$40.00 per month payable on the first day of each month commencing July 1st, 1948, with interest at the rate of 6% per annum payable monthly.

In case the Vendees make the payments as aforesaid in the time and in the manner above provided the Vendors will execute and deliver to the Vendees a bill of sale for said personal property conveying the same free and clear of all encumbrances, save and except such as may have been suffered by the Vendees but in case the Vendees fail to make the payments aforesaid or fail to keep and perform the covenants herein contained the Vendors may immediately enter into the premises where said personal property is kept and take possession of the same without any action at law being required and declare this contract terminated and all rights hereunder shall thereby cease and be determined.

The Vendees promise and agree that they will properly care for and protect the said personal property and in case of breakage or damage will replace or repair the same so that the value thereof shall remain equal to the value prior to said breakage or damage and in event of a default in the performance of the terms and conditions hereof and the declaration of forfeiture as herein contained they will deliver the said personal property to the Vendors in as good condition as received ordinary use and wear thereof excepted. They further promise and agree that they will keep said personal property insured with a responsible fire insurance company against loss by fire in amount equal to the unpaid balance under this contract and that loss shall be payable to the Vendors as their interest may appear.

Time is of the essence of this agreement, but acceptance of any installment after the same shall become delinquent shall not be construed as a waiver of this covenant as to any subsequent default.

In testimony whereof the parties have executed these presents in duplicate this 2nd day of June, 1948.

L. W. Yeager (LS)

Doris S. Yeager (LS)
VENDORS

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STATE OF WASHINGTON
County of Skamania

} ss

Willis E. Wilson (LS)
Ruth E. Wilson (LS)
VENDEES

On this day personally appeared before me Leslie W. Yeager and Doris S. Yeager, husband and wife, to me known to be the individuals described in and who executed the foregoing 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.

Given under my hand and official seal this 2nd day of June, 1948.

(Notarial seal affixed)

Raymond C. Sly
Notary Public For Washington,
Residing at Stevenson, therein.

Filed for record June 7, 1948 at 2-35 p.m. by Leslie W. Yeager.

James C. Wacziarg
Skamania County Auditor

#38023

John M. Jessup et ux to Patrick C. Hogan et al

AGREEMENT

THIS INDENTURE, Made on this 1st day of March, 1948, by and between Patrick C. Hogan and Kenneth M. Grasseth, the parties of the first part, and John M. Jessup and Mary Jessup, husband and wife, the parties of the second part:

WITNESSETH: That in and for the sum of two hundred, fifty (\$250.00) Dollars, paid by the parties of the first part to the parties of the second part, the receipt of which is hereby acknowledged, said amount to apply on the first million board feet, the parties of the second part agree to lease to the parties of the first part the sole use of that portion of Lots Four, Five and Six, Section 26, Township Three, north, Range Nine East of the Willamette Meridian, Skamania County, Washington, and fronting on Drano Lake, for the purposes of dumping, booming, rafting and storing logs, and making such construction as may be necessary for said operations. It is mutually understood and agreed that this agreement is for the term of twenty five years, that the sum of Two Hundred, Fifty Dollars is to be paid by the parties of the first part to the parties of the second part on the 1st day of each succeeding March during the term hereof, such payment to apply on the first million board feet handled on the said property during the following twelve months. It is further mutually understood and agreed that the parties of the first part shall pay for the use of the said property at the rate of Twenty-five Cents (25¢) per board feet for the second million board feet, and Fifteen (15¢) cents per M board feet for all over two Million feet, calculated from the 1st of each March. Payments shall be calculated and paid on demand on the basis disclosed by the Columbia River Sealing Association's records, a copy 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.