

## Book 3 of Agreements and Leases

on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof;

and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In Testimony Whereof We Sign, this the 28th day of April, 1949.

WITNESS

A. L. Smith (SEAL)

J. H. Pollock

Mabel L. Smith (SEAL)

STATE OF WASHINGTON )  
County of Clark ) ss.

THIS IS TO CERTIFY, That on this 28th day of April A.D. 1949 before me, J. I. Pollock, a Notary Public in and for the State of Washington, duly commissioned and sworn personally came A. L. Smith and Mabel L. Smith to me known to be the individual 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 and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Notarial seal affixed)

J. I. Pollock  
Notary Public in and for the State of  
Washington, residing at Camas, Washington.

Filed for record July 5, 1949 at 11:20 a.m. by R. L. Woodruff.

*John L. Anderson*  
Skamania County Auditor.

#39400

Leonard T. Foster et ux to Rudolph H. McCafferty

LEASE

This lease made this 21st day of June, 1949, between Leonard T. Foster and Ruby J. Foster, husband and wife, as lessors, and Rudolph H. McCafferty as lessee,

WITNESSETH: The lessors do hereby lease to the lessee the following described real estate with the appurtenances including light fixtures and a heating unit situate in the County of Skamania, State of Washington:

That space 20 feet by 37 feet in the northeasterly corner of the ground floor, but not the basement, of a building located on parts of Lots 7 and 8 of Block Six, Riverview Addition to the Town of Stevenson according to the plat thereof recorded in the office of the Auditor of Skamania County, Washington.

for the term of five years from the 1st day of July, 1949, at the monthly rental of fifty dollars payable in advance on the first day of each and every month during the term of this lease.

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AND IT IS HEREBY AGREED, That, if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said lessors to re-enter the said premises and remove all persons therefrom; and the said lessee hereby promises and agrees to pay the said rent in the manner herein specified; and not to lease or sub-lease the whole or any part of the said premises nor assign this lease, or any interest therein, without the written consent of the lessors.

That the lessee shall not permit intoxicating liquors to be stored or sold on the premises.

That, if at any time the lessee shall permit a public nuisance to be maintained on the premises, then the lessors may terminate the lease after giving thirty days written notice to the lessee.

That the lessee will pay for all heat, water, and electricity used on the premises.

That the lessors will hold the sum of one hundred dollars, the receipt of which is hereby acknowledged, as a guaranty for the faithful performance by the lessee of the covenants of this lease; and that at the expiration of the lease, providing the lessee has faithfully performed all the covenants thereof, the lessors will then pay back the said sum of one hundred dollars to the lessee.

That this lease shall be terminable at the option of either the lessors or the lessee in the event of destruction of, or substantial damage to, the premises by fire or by the elements without fault on the part of the party exercising said option; that, if said option is exercised, the lessors will pay to the lessee the said one hundred dollars held as a guaranty of the faithful performance of the covenants of this lease by the lessee.

And at the expiration of this lease, the lessee will quit and surrender the premises in their present condition, ordinary wear and damages by the elements or fire excepted.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this lease the day and year first above written.

Leonard T. Foster SEAL

Ruby J. Foster SEAL

Rudolph H. McCafferty SEAL

State of Washington )  
County of Skamania ) ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 21st day of June, 1949, personally appeared before me Leonard T. Foster and Ruby J. Foster, 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 the day and year last above written.

(Notarial seal affixed)

J. A. Clemans  
Notary Public in and for the State of  
Washington, residing at Stevenson.

Filed for record June 22, 1949 at 10:00 A.M. by R. C. Sly.

*John L. Stevenson*  
Skamania County Auditor.