

#40638 Harry E. Smith et ux to E. M. Mann et al.

ASSIGNMENT OF LEASE

Harry E. Smith and Bernice Smith, husband and wife, for value received hereby assign and transfer to E. M. Mann and Earl W. Mann all right, title and interest in that certain lease dated March 1, 1946, wherein Lena Aalvik, a widow, is lessor and the said Harry E. Smith and Bernice Smith, husband and wife, are lessees, covering the following described real property located in Skamania County, State of Washington, to-wit:

All of the ground floor of the Aalvik Building situate on Lot 25 Block 6 in the Town of Stevenson, according to the official plat thereof, together with the basement thereunder and the wood shed appurtenant thereto.

Dated at Stevenson, Washington, this 23rd day of March, 1950.

Harry E. Smith

Bernice Smith

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 23rd day of March, 1950, personally appeared before me Harry E. Smith and Bernice Smith, 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)

Robert J. Salvesen
Notary Public in and for the State of Washington,
residing at Stevenson, therein.

Filed for record April 17, 1950 at 11-40 a.m. by E. M. Mann.

John E. Wachtel
Skamania County Auditor

#40649 R. F. Hargadine to St. Martin Hot Springs

LEASE

THIS INDENTURE, Made this Ninth day of December in the year of our Lord one thousand nine hundred and Forty-nine

WITNESSETH, That R. F. Hargadine of Carson, County of Skamania, State of Washington, lessor, do hereby lease, demise and let unto co-owners and operators of the ST MARTIN HOT SPRINGS of Carson, Washington - Skamania County Lessee

This agreement, made and entered into on this the 9th day of December, 1949, by and between R. F. Hargadine, party of the first part and A. C. McCoy, representing the St. Martin Hot Springs, party of the second part.

WITNESSETH: That the party of the first part to furnish land and location, at the intersection of Highways U. S. #830 and State #8 to extend eastward from the intersection 150 feet, to party of the second part for the purpose of erecting signs with advertising.

And the party of the second part, will erect and maintain said signs. Also; The party of the second will pay a rental for the use of this location. The first payment will be \$12.00 to be paid on this date then \$24.00 on July 1, 1950. In all succeeding years the party of the second part will pay \$24.00 on July 1st of each year. This lease to be subject to renewal or may be desolved by the mutual consent of lesse and lessors.

In witness whereof the parties of the first and second parts have hereunto set their hands of this the first date written.

TO HAVE AND TO HOLD, For the term of FIVE YEARS to-wit: from the Ninth day of

Book 3 of Agreement and Lessees

December A. D. 1949, to the First day of January A.D. 1955, yielding and paying therefor the _____ rent of \$120.00 DOLLARS, lawful money of the United States of America; and the said lessee promises to pay the said rent in such money, as follows to-wit- \$12.00 on this date, \$24.00 July 1, 1950, \$24.00 July 1, 1951, \$24.00 July 1, 1952, \$24.00 July 1, 1953, \$12.00 July 1, 1954.

to quit and deliver up the premises to the lessor _____ or _____ agent or attorneys peaceably and quietly at the end of the term, in as good order and condition (reasonable use and wear thereof, and damage by the elements excepted) as the same are now or may be put into, and to pay the rent as above stated during the term, also the rent as above stated for such further time as the lessee may hold the same, and not make or suffer any waste thereof, nor lease or underlet, or permit any other person or persons to occupy any portion thereof, or improve the same, or make, or suffer to be made, any alteration therein, but with the approbation of the lessor thereto, in writing, having been first obtained and the lessor may enter to view and make improvements, and to expel the lessee if he shall fail to pay the rent as aforesaid, or make or suffer any strip or waste thereof.

And should default be made in the payments of any portion of said rent when due, and for thirty days thereafter, the said lessor; agent or attorney may re-enter and take possession, and at _____ option terminate this lease.

Signed, Sealed and Delivered in the Presence of

Clarence Auguee
Carson, Wash.
WITNESS

R F Hargadine (Seal)

A. C. McCoy (Seal)

Filed for record April 19, 1950 at 11-15 a.m. by A. C. McCoy.

John B. Wallis
Skamania County Auditor

#40865

Duckwall Bros., Inc. and Martin Grove

DUCKWALL BROS., INC.

MARKETING AGREEMENT

THIS AGREEMENT, entered into this 28th day of April, 1950, between Duckwall Bros., Inc., of Hood River, Oregon, Party of the First Part, hereinafter called the SHIPPER, and MARTIN GROVE, hereinafter called the Grower.

WITNESSETH: Said Parties, for and in consideration of the sum of One Dollar to each in hand paid, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants herein contained, do agree as follows:

1. Grower agrees to deliver to the Shipper his entire commercial crop of apples, winter pears, cherries and strawberries grown, and to be grown on the following described land situated in Skamania County, State of Washington, to-wit:

20 Acres (11 acres in fruit) Sec. 21 NW $\frac{1}{4}$, NW $\frac{1}{4}$, Sec. 21, TWP3, Range 10.
during the years _____ and continuing thereafter until cancelled estimated as follows 2500 packed Anjous 10 to 15 ton Bartletts

2. Grower agrees to pay Shipper a net service charge as follows: Apples, per standard box, twelve cents; Pears, per standard box, twelve cents; per half box, seven cents; Strawberries, twenty cents a crate; Cherries, one-half cent pound; Cannery Pears and Apples, one dollar a ton. On all fruit sold on this basis it is agreed that sale shall be pooled for varieties, grades and special runs of sizes, and the same price paid to each grower for similar varieties, grades and sizes for fruit of similar quality.

3. The Shipper agrees to handle and market said fruit to the best of his judgment, using due care and diligence, and to pay the Grower the net returns for the fruit after de-