

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-

ducting the service charge before mentioned, advances, washing and packing charges, transportation, labor and all other charges attaching to sales.

4. The Grower agrees to deliver his fruit loose in boxes to the warehouse of the Shipper at Hood River, Odell, Parkdale or at such other place and at such times as may be directed by the Shipper, to be packed by him.

The Shipper may at his option permit the Grower to pack all or part of his crop, in which event the Grower agrees to pack in conformity with instructions given him by Shipper, so that uniformity may be obtained as to packing, packages, marking, paper and pads used. All fruit packed must pass Federal Inspection for grade, quality and condition, and must meet Spray Residue and other requirements for both Foreign and Domestic Sale.

5. The Shipper agrees to advance or assist the Grower to finance through some credit agency for production expenses up until the time of harvest. Such expense to be budgeted and the approximate amount approved both by the Shipper and the Grower, this budget to be altered if crop estimates are raised or lowered prior to time of harvest.

6. Grower further reserves the right to sell the crop covered by this contract, or any part thereof, to Shipper, at any time prior to September 25, 19____, and also prior to delivery at Shipper's warehouse, at the price which Shipper is then paying to other Growers for fruit of the same grade, kind and quality; and in case of Grower's election to so sell, Shipper agrees to buy the same.

7. Grower warrants that the fruit covered by this contract is free of all liens and incumbrances whatsoever, and agrees that he will not cause or permit any lien or incumbrance of any kind whatsoever to be made or created against said fruit.

8. If Grower shall sell to Shipper, as above provided for, no service charge shall be made or collected.

9. This contract may be cancelled by either party at any time on or prior to March 1st of any year except as may be otherwise indicated in this contract. Before such cancellation shall be valid, however, Grower shall pay to Shipper any account which may be due Shipper.

If the Grower shall fail or neglect to deliver said fruit to the Shipper in accord with the terms hereof, it is known that the Shipper would be damaged thereby in an amount which would be difficult to fix, and for that reason said damages are hereby liquidated in the amount of _____¢ for each packed box of said fruit grown during the season of any such violation.

The Grower grants unto the Shipper a lien upon said crops and upon the proceeds from the sale of any of said crops, wherever located, as security for the payment of said liquidated damages, if any, the value of the orchard supplies furnished to the Grower, the amount of advances and any amount owing to the Shipper by the Grower, all to become due and payable at once at the option of the Shipper, in the event of the violation of this agreement by the Grower; and the said lien may be foreclosed and the said crops sold and said proceeds taken, in the manner provided by law for the foreclosure of chattel mortgages, and out of the proceeds arising from such foreclosure, the Shipper may retain the principal and interest owing to him by the Grower, the cost and disbursements of such proceedings, and such further sum as the Court may adjudge to be reasonable as attorney's fees in said foreclosure.

DUCKWALL BRO., INC.

By John Duckwall

Shipper

Martin Grove

Grower

Book 3 of Agreements and Leases

STATE OF OREGON)
County of Hood River) SS.

On this 31st day of May, 1950, before me a Notary Public in and for said county and state, personally appeared the above or within named Martin Grove, known as the grower, who is known to me and who is known to me to be the identical person named in and who executed the within and foregoing instrument, and he acknowledged to me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(Notarial seal affixed)

Richard F. Duckwall
Notary Public for Oregon
NOTARY PUBLIC FOR OREGON
My Commission Expires April 6, 1954

My Commission expires: _____

Filed for record June 7, 1950 at 2-30 p.m. by Duckwall Bros., Inc.

John E. Wachtel
Skamania County Auditor

#40945

Standard Oil Co. to Carson Mercantile

Carson Mercantile
Mr. J. C. Price H.O.P.
Mrs. Hazel Price J.C.P.
Mr. Walter Hockinson W.G.H.
Mrs. Walter Hockinson Mrs. W.H.
Carson C.E.L.
Washington

6635-CD

San Francisco, California

Date August 11, 1949

Gentlemen and Mesdames:

Please refer to the following agreement(s) as now operative between us:

Lease dated June 10, 1941

Sublease dated - - - -

Dealer Agreement dated - - - -

Petroleum Products and Equipment Agreement dated - - - -

The leased real property or premises, as the case may be, referred to in said agreement(s) (is) (are) located at _____, City of Carson, County of Skamania, State of Washington, more particularly described as follows:

The east four (4) feet of that piece of property described as beginning at a point Fifteen (15) feet north and thirty (30) feet west of the SE corner of the SW-SE of Section 20, Township 3, Range 8, thence north fifty (50) feet, west one hundred (100) feet, south fifty (50) feet, east 100 feet to the point of beginning.

It is hereby mutually agreed to terminate said agreement(s) together with each and all respective rights, obligations, and liabilities of said parties thereunder, effective as of October 1, 1949.

Please signify your agreement to the foregoing by signing in the space provided below.

AGREED TO: CARSON MERCANTILE COMPANY

J. C. Price
J. C. Price
Hazel Price
Hazel Price
Walter Hockinson
Walter Hockinson

Yours truly,

STANDARD OIL COMPANY OF CALIFORNIA,
By C. E. Lamp
Attorney in Fact

Mrs. Walter Hockinson
Mrs. Walter Hockinson

State of California)
City and County of San Francisco) ss

On this 26th day of May, 1950, before me, personally appeared C. E. Lamp, to me personally known, who by me/duly sworn did say that he is attorney in fact of Standard Oil Company of California duly appointed under Power of Attorney dated the 8th day of December, 1949, which said Power of Attorney is now in full force and effect, and that the foregoing instrument was executed in the name and behalf of said Standard Oil Company of California by said C. E. Lamp as its attorney in fact, and said C. E. Lamp acknowledged said instru-