

Book 3 of Agreements & Leases

ment to be the free act and deed of Standard Oil Company of California.

(Notarial seal affixed)

Chalmer Munday
Notary Public in and for the City and County of
San Francisco, State of California
My commission expires October 29, 1953.

ACKNOWLEDGMENT (INDIVIDUAL)

STATE OF WASHINGTON,)
County of Skamania) SS.

I, Jos Gregorius, Notary Public in and for the State of Washington, residing at Carson do hereby certify that on this 10th day of November, 1949, personally appeared before me J. C. Price, Hazel O. Price, Walter Hockinson and Mrs. Walter Hockinson to me known to be the individual described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 10 day of Nov. 1949

(Notarial seal affixed)

Jos Gregorius
Notary Public in and for the State of Washing-
ton, residing at _____

Filed for record June 21, 1950 at 10-45 a.m. by Standard Oil Co.

John C. Wachtel
Skamania County Auditor

#40950

R. M. Hegewald et ux to The Wheeler Osgood Co.

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 22nd day of May, 1950, by and between R. M. HEGEWALD and HELEN HEGEWALD, husband and wife, hereinafter called "First Parties", and THE WHEELER OSGOOD COMPANY, a corporation organized under the laws of the State of Washington, with its principal place of business in Tacoma, Pierce County, Washington, hereinafter called "Second Party",

W I T N E S S E T H:

WHEREAS, the First Parties have heretofore borrowed from Second Party certain sums of money represented by promissory notes as follows:

April 1, 1947	\$10,000.00
" "	20,000.00
" "	20,000.00
" "	20,000.00
" "	20,000.00
" "	25,000.00
June 10, 1949	45.20
" 14 "	5,457.31
" 14 "	4,888.12
" 15 "	1,050.00
" 23 "	10,500.00
" 28 "	394.40
" 29 "	90.74
" 30 "	4,574.94
" 30 "	5,911.24
" 30 "	4,415.74
" 30 "	6,571.94
July 8 "	10,000.00
" 11 "	10,000.00
" 12 "	4,940.74
" 18 "	5,000.00
" 18 "	354.37
" 19 "	350.00
" 22 "	5,000.00
" 25 "	4,000.00
" 29 "	4,070.07
" 31 "	2,900.01
" 31 "	3,295.26
" 31 "	3,587.96
" 31 "	4,206.71
" 31 "	519.35
August 1, "	5,500.00
" 3 "	1,500.00
" 4 "	6,005.88
" 4 "	4,116.40
" 4 "	2,977.78
" 5 "	1,500.00

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August 9, 1949	5,200.00
" 10 "	17,000.00
" 22 "	1,02.25
July 30 "	188.24
" 6 "	612.33
" 27 "	3,558.35
" 29 "	254.60
" 29 "	323.72
TOTAL	\$267,373.47

and

WHEREAS, said notes are secured by a real estate mortgage recorded in the office of the Auditor of Skamania County in Book X, Page 72, and a chattel mortgage recorded in the same office under Auditor's file No. 36471, and

WHEREAS, the First Parties heretofore did, on or before July 1, 1949, transfer substantially all of the mortgaged property, together with additional property, to a corporation formed by the First Parties under the laws of the State of Washington, known as Hegewald Lumber and Logging Company, Inc., in payment of 271 shares of common stock of said company to be issued to First Parties, and in said transfer, the said corporation accepted and agreed to pay the indebtedness due the Second Party, and

WHEREAS, neither the First Parties nor the Hegewald Lumber and Logging Company, Inc. have been able to make any substantial reduction in the indebtedness owing Second Party, above referred to, and are now in default in the payment of the amount due, as represented by said notes and mortgages, and the same could be foreclosed but the parties desire to effect a friendly settlement of the obligation between the First Parties and the Second Party.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the PARTIES HERETO AGREE AS FOLLOWS:

1. First Parties do by these presents, assign, transfer and set over to Second Party all the stock issued by Hegewald Lumber and Logging Company, Inc., to First Parties or either of them, or in which they have an interest or control, which said certificates represent 271 shares of stock and are issued to the following persons in the following amounts:

No. 1 to R. M. Hegewald	267 shares
No. 2 to Norman Duncan	1 "
No. 3 to R. DeWitt Jones	1 "
No. 4 to John Cushing	1 "
No. 5 to W. M. MacArthur	1 "

2. IT IS FURTHER AGREED that all of said shares above referred to have heretofore been delivered to Second Party, and this agreement shall be understood and taken to be an absolute assignment of all right, title or interest of the First Parties or the persons named as shareholders in and to said certificates.

3. Parties of the First Part and their nominees mentioned above have heretofore assigned their interest in said certificates to Second Party and have heretofore resigned as officers and directors of the Hegewald Lumber and Logging Company, Inc., and this instrument shall be taken as a ratification and approval of such acts.

4. IT IS FURTHER AGREED that on December 31, 1949, the Hegewald Lumber and Logging Company, Inc., a corporation, issued to First Parties its promissory note in the sum of \$61,094.34, payable within two years after date, with interest at the rate of 4% per annum, which said promissory note had been issued to First Parties as a part of the obligation owing by said corporation for the transfer of the property covered by the mortgage held by Second Party, and which said promissory note the said First Parties have heretofore assigned and transferred, without recourse, to Second Party, and First Parties do hereby approve, ratify and confirm said transfer as a part of this agreement.

5. First Parties further agree that they will by proper deeds of conveyance transfer

and convey to the Hegewald Lumber and Logging Company, Inc. any timber lands now owned or possessed by them which have not heretofore been conveyed to Hegewald Lumber and Logging Company, Inc., whether covered by the mortgage held by Second Party or not, it being the intent and understanding that all of the assets of First Parties which have heretofore been pledged to Second Party, or which were owned or used by First Parties as a basis for credit advanced by Second Party, shall be conveyed to Second Party or to Hegewald Lumber and Logging Company, Inc., excepting, however, First Parties' home, personal property, personal automobile and other assets exempt from execution under the laws of the State of Washington.

6. First Parties do hereby release and discharge Hegewald Lumber and Logging Company, Inc. from any and all claims, demands or liabilities of any kind whatsoever which they now have or claim to have against said company.

7. In consideration of the assignment of all of the stock, notes and obligations made by First Parties and above described, Second Party does hereby release and discharge First Parties from any personal obligation on the promissory notes hereinabove referred to, or any other indebtedness owing Second Party by First Parties, whether described herein or not, and hereby agrees to hold and keep First Parties harmless from any claims, demands or liabilities arising out of the transfers made by First Parties as hereinabove described, and Second Party does hereby agree that it will look to Hegewald Lumber and Logging Company, Inc. and the property covered by the mortgage herein referred to for payment of the obligations owing it and herein described.

8. IT IS FURTHER AGREED between the parties that there are no agreements, understandings, or covenants between the parties not contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the year and day first above written.

R. M. Hegewald
Helen Hegewald
(First Parties)

THE WHEELER OSGOOD COMPANY

By J. H. Gonyea
Its President

Attest Edward DeFelicis
Its Asst. Treasurer
(Second Party)

Filed for record June 22, 1950 at 1-05 p.m. by The Wheeler Osgood Company.

John C. Wichter

Skamania County Auditor

#40960

Gust. J. Melonas et ux to Joe L. Lee et ux.

LEASE

THIS LEASE, made this 1st day of May, 1950 between Gust. J. Melonas and Katherine G. Melonas, husband and wife hereinafter called the "lessor," and Joe L. Lee and Helen E. Lee, hus. and wife, hereinafter called the "lessee,"

WITNESSETH: The lessor does hereby lease to the lessee the following described real estate with the appurtenances, situate in the State of Washington: in the county of Skamania; to wit:

Commencing at the southwest corner of the intersection of Second Street and Seymour Street in the Town of Stevenson, Skamania County, State of Washington, running thence in a westerly direction 30 feet along the south line of Second Street to the east line of a tract of land owned by Clarence G. Miller; thence in a southerly direction 65 feet along said east line of said Miller tract parallel with the west line of Seymour Street; thence in an easterly direction 30 feet parallel thence in a northerly direction 65 feet along the west line of Seymour Street to the place of beginning,

for the term of Five (5) years from the 1st day of May, 1950 at the Monthly rent or sum of Thirty-five (35) Dollars, payable in advance on the first day of each and every month during the term of this lease.