

#14831
MEMORANDUM OF AGREEMENT

THIS AGREEMENT made in duplicate between J.C. Papin, party of the first part, and McCoy Auto Company, party of the second part, on the following terms:

THAT, WHEREAS J.C. Papin has taken a sub-contract from Coyle Construction Company covering approximately seventy thousand (70,000) Yards of excavation near Prindle, Washington, and desires Trucks to haul such material from a steam shovel at points along the road, and

WHEREAS said J.C. Papin requires good 4-yard trucks to haul such material,

It is hereby agreed that J.C. Papin agrees to employ White Trucks supplied by McCoy Auto Company, party of the second part, to haul such material, and McCoy Auto Company agrees to supply White Trucks in good mechanical order to haul such material and to keep such trucks on the job to handle all the material supplied. The consideration to be paid by J.C. Papin for such trucks is at the rate of Three Dollars (\$3.00) per truck per hour/employed, said settlement to be made on or before the tenth of each month for all hours worked to and including the twentieth of the previous month.

WITNESS the signatures of the parties hereto this 14th day of May, 1928

J.C. Papin,
Party of the first part
McCoy Auto company
by Austin B. McCoy
sole owner, Party of the second part.

Filed for record May 16th, 1928 at 9:30 A.M.

B. C. C. Harris
Auditor.

#14863 AGREEMENT

B. BENNETT AND Wm. CRISPEN AND ANNIE CRISPEN HIS WIFE.

THIS AGREEMENT, made this 10th day of July A.D. 1923, by and between B. Bennett unmarried, hereinafter called the first party, and Wm. Crispin and Anna Crispin, husband and wife of the County of Skamania, State of Washington, hereinafter called the second party

WITNESSETH: - That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase the following described real estate, situate in the County of Skamania, State of Washington to-wit: Beginning at the center of the county road opposite the north-west corner of the school lot in section three (3) Twp, one (1) North of range five (5) East of the Willamett Meridian, Thence following the center of the county road, north one degree forty-six minutes east 10.52 chains to the intersection of the County road; thence along the center of this county road eighty-seven degrees forty-six minutes east 10.08 chains; thence south one degree forty-six minutes west 9.30 chains to the north line of school lot; thence along north line of school lot south eighty degrees forty-four minutes west 10.40 chains to the place of beginning, being a tract of land containing ten (10) acres, more or less, for the sum of Two Thousand (\$2000.00) dollars on account of which \$60.45 is paid on the execution hereof (the receipt of which is hereby acknowledged) the sum of \$39.55 shall be paid on the 1st day of September A.D. 1923, and the remainder of One thousand nine hundred (\$1900.00) dollars to be paid at Portland Oregon, in annual payments of not less than \$100.00, payable on the 10th day of July of each year hereafter until the said balance be fully paid, said deferred payments to bear no interest if said installments are promptly paid as above provided, but said deferred payments shall bear interest from maturity at the rate of seven per cent per annum until paid. The first of said annual installments to be made on the 10th day of July 1924. The party of the first part reserves the crop of Oats planted upon the said premises by A. Tavelli and shall be permitted to cut the same, when he shall desire to do so, or permit Tavelli to do so.

And the second party in consideration of the premises hereby agrees that they will regularly and seasonably pay all taxes and assessments for the year 1923 and which are or may be hereafter lawfully imposed upon said premises.

and that all buildings now erected upon said premises, or which may hereafter be erected thereon will be kept insured against fire in an amount not less than Five hundred (\$500.00) dollars in a company satisfactory to the first party, Policy in favor of said first party as his interest may appear.

All improvements now upon said premises and those which may hereafter be placed thereon shall be kept in good condition and shall not be removed before final payment be made for said above described premises.

In case the said party of the second part their legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor aforesaid and thereof, then the first party will give unto the second party their heirs or assigns, upon request at Portland, Oregon and upon the surrender of this agreement a good and sufficient deed of special warranty conveying said premises in fee simple free and clear of encumbrances excepting however, the above mentioned taxes and assessments and all liens and encumbrances created by the second party, or their assigns.

But in case the second party all fail to make the payments aforesaid or any of them, punctually and upon the strict terms, and at the times above mentioned and specified the time of payment being declared to be of the essence of this agreement, then the first party shall have the right to declare this agreement null and void, and in such case all the right and interest hereby created or then existing in favor of the second party derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in the first party without any declaration of forfeiture or act of reentry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made. IN WITNESS WHEREOF, the said parties have hereunto set their hands in duplicate the day and year first above written.

in presence of

Unintelligible C. Bennett; witness of signature of B. Bennett.

Robt C. Prindle
E.H. Prindle witnesses to signatures of
Wm, and Anna Crispien

his
B X Bennet (seal)
mark

Wm, Crispien (seal)
Mrs, Anna Crispien (seal)

GC C. Hesser
Auditor.

Filed for record May 28th, 1928 at 10:20 A.M.

.... #14878 ✓
LEASE
Joe Thomas for O.B. Conrad

This lease made and entered into by and between Joe Thomas lessor to O.B. Conrad lessee witnessesh;

That the lessor for and in consideration of the rental of \$20.00 per annum to be paid in advance on the 1st day of June of each year, hereby leases and lets unto the said lessee the following described real property in Skamania County, Washington, to-wit:

Lots 2 and 3, the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec, 26 tp 3 N R 9 E.W.M. except that portion thereof conveyed to John Lucien Reynolds by deed recorded at page 426 Book "G" of Deeds and subject also to the right of way conveyed to the Northwestern Electric Company, Excepting also a tract of land upon which the house now occupied by lossors stands, being bounded on the west, south and east by the Government meander line and on the north by a line due east and west and 50 feet north of said house.