

6. Terms of this agreement may be amended by mutual agreement by the parties hereto upon regularly adopted resolution by the Commissioners of the District, and the recording of such resolution in the Records of Skamania County. Costs involved in recording such resolution shall be borne by the party seeking the change.

7. Foreclosure under this lien shall be in accordance with the regularly prescribed procedure for the foreclosure of Real Estate Mortgages in the State of Washington, and all costs involved including a reasonable Attorney's fee shall be borne by the owner, his heirs and assigns.

8. It is agreed that the title of said lines shall remain with the District its successors, or assigns.

ENTERED INTO at Stevenson, Washington, this 15th day of August 1952.

APPROVED this 15th day of August, 1952.

Public Utility District #1 of
Skamania County, Washington,

Floyd L. Sutherland
Owners
Sara A. Sutherland

By Ross B. Shepard
President

Filed for record Sept. 26, 1952 at 1-27 p.m. by P.U.D. No. 1.

Skamania County Auditor

No. 45122

P.U.D. No. 1 to E. V. Alford

RELEASE OF LIEN

Skamania County Public Utility District No. 1, municipal corporation, having its principal place of business at Stevenson in Skamania County, Washington, for and in consideration of One Dollar in hand paid, hereby relinquishes and discharges its claim of lien imposed upon and burdening the following described real property located in Skamania County, State of Washington;

The northwest quarter (NW $\frac{1}{4}$) of Section 23, Township 3
North, Range 8 E. W. M.

which said lien is more particularly described in the instrument creating the same dated July 6, 1951, and recorded July 18, 1951, at page 21 of Book 4 of Agreements and Leases, Records of Skamania County, Washington.

This instrument, however, shall not release E. V. Alford and Ethel Alford, husband and wife, or any other person or corporation having an interest in the above described real property, from any lawful claim of Skamania County Public Utility District No. 1 for unpaid electrical service.

Dated this 2nd day of March, 1953, at Stevenson, Washington, pursuant to a resolution of even date herewith.

SKAMANIA COUNTY PUBLIC UTILITY DISTRICT NO. 1

By Ross B. Shepard
Commissioner - President

J. C. Price
Commissioner Secty

C. W. Riddell
Commissioner

STATE OF WASHINGTON }
County of Skamania } 82.

On this 2nd day of March, 1953, before me personally appeared Ross B. Shepard, J. C. Price, and C. W. Riddell to me known to be the duly elected and qualified commissioners of Skamania County Public Utility District No. 1, the municipal corporation that executed the foregoing instrument; and acknowledged said instrument to be the free and voluntary act and

deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

Oliver Clever
Notary Public in and for the State of
Washington

Residing at N. Bonneville

Filed for record March 4, 1953 at 4-20 p.m. by C. E. Chanda.

Robert C. W. Schickler
Kernan County Auditor

NO. 45164 Wood Tractor to Citizens Branch, U.S. National Bank
ASSIGNMENT OF LEASE

For value received the undersigned does hereby sell and transfer unto: THE UNITED STATES NATIONAL BANK OF PORTLAND (OREGON) the annexed lease dated March 10, 1953, respecting lease by the undersigned to HEGEWALD TIMBER COMPANY of One New Model HD20H Allis-Chalmers Tractor, Serial No. 4955, equipped with Carco Model J. Winch, Ser. No. 1568, Carco Straight Blade Cabledozer, Ser. No. 1451, Steel Canopy. and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said contract and in consideration of the acceptance of this assignment by THE UNITED STATES NATIONAL BANK OF PORTLAND (OREGON) and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due or to become due thereunder, and that the lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to THE UNITED STATES NATIONAL BANK OF PORTLAND (OREGON) said money so in default or perform said covenants and conditions so in default.

The undersigned warrants to THE UNITED STATES NATIONAL BANK OF PORTLAND (OREGON) (1) the title to the property described in said lease; (2) that said lease is a valid and original lease; (3) that the lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be; (4) that the unpaid balance of the rent specified in said lease was, as of its date \$21,000, as appears from the face thereof; (5) that the lessee named in said contract (or his assignee), is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment; (6) that any insurance required by said lease has been effected and is now in full force and effect.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms effected by the lessee or any person interested. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived.

Signed this 10th day of March, 1953

WOOD TRACTOR CO.