

No. 46135

LEASE AND PERMIT TO STOCKPILE ROAD MATERIALS
Catherine T. Hart, a widow to State of Washington.

IN THE MATTER OF Secondary State Highway No. 8-B, Jashougal River Bridge Vicinity

KNOW ALL MEN BY THESE PRESENTS, that Catherine T. Hart, a widow of Portland, Oregon for and in consideration of the sum of Ten and No/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant and warrant unto the STATE OF WASHINGTON, the right, permit and lease to use and occupy exclusively the hereinafter described lands for the purpose of depositing, storing and stockpiling crushed stone and other highway materials thereon at any and all times from date hereof until October 4, 1958, it being expressly understood that all highway material so stored and/or stockpiled is the property of the State of Washington, and that under no circumstances shall the State of Washington forfeit and/or relinquish rights and/or ownership thereto, said lands being situated in Skamania County, State of Washington, and described as follows:

A tract of land, in the South half of the Southeast quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$) of Section 31, Township 2 North, Range 5 East, T.M., being more particularly described as follows to-wit:
Commencing at the Easterly-one-quarter corner of Section 31, and run South 86 degrees West, along the East and West center line of said Section 31 for a distance of 1520 feet, thence South 1 degree West 1854 feet, thence South 65 degrees East for a distance of 89 feet to the true point of beginning; thence continue South 65 degrees East 200 feet; thence North 25 degrees East 150 feet; thence North 65 degrees West 150 feet; thence South 43 degrees 26' West 158.1 feet to the true point of beginning.

The land described herein contain an area of 0.602 acres, more or less, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways and bearing date of approval October 15, 1940 - revised October 24, 1940

The right, privilege and permit of ingress and egress, by a haul road of sufficient width to conveniently transport said crushed stone and highway materials, is also hereby granted by the Grantor, herein to the State of Washington over and across other lands owned by said Grantor.

DATED this 26th day of August, 1953.

Catherine T. Hart

STATE OF Oregon)
County of Multnomah)

I, the undersigned, a Notary Public in and for the State of Oregon, do hereby certify that on this 26th day of August, 1953, personally appeared before me Catherine T. Hart to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the purposes therein mentioned.

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

(Notarial Seal affixed)

Jessie M. Dukes
Notary Public in and for the State of
Oregon, residing at NOTARY PUBLIC FOR OREGON
My Commission Expires
Oct. 13, 1956.

Filed for record October 26, 1953 at 10-15 a.m. by Washington State Highway Commission.

John C. W. [Signature]
Skamania County Auditor.

No. 46163

The Federal Land Bank to United States of America

SUBORDINATION AGREEMENT

Loan No. 29755

KNOW ALL MEN BY THESE PRESENTS, That, for One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, and upon the conditions hereinafter set forth, THE FEDERAL LAND BANK OF SPOKANE, a corporation of Spokane, Washington, owner of that certain mortgage dated June 6, 1923, executed by Samuel Hoover and Eda Eulda Hoover, husband and wife,

and recorded in Book P at page 394 of the Mortgage records of Skamania County, State of Washington, hereby agrees that the lien of said mortgage shall be subordinate to the interest of the UNITED STATES OF AMERICA ACQUIRED by that certain Transmission Line Easement dated August 15, 1953, executed by Paul Landrei and Evelyn N. Landrei, husband and wife, and recorded September 21, 1953, in Book 37 of Deeds at page 201 of the records of Skamania County, Washington.

This agreement is dependent upon and subject to the condition that The Federal Land Bank of Spokane hereby expressly reserves all rights against all parties liable for the payment of the debt secured by said mortgage; and the rights of said bank and all persons who may have any interest in or lien upon part or all of the property covered by said mortgage shall not be released or prejudiced by reason of the failure of any person to consent to this subordination. IN WITNESS WHEREOF, said corporation has caused this instrument to be executed this 12th day of October, 1953.

ATTEST: H. L. DeLaney
H. L. DeLaney Assistant Secretary

THE FEDERAL LAND BANK OF SPOKANE

By S. C. Fish
S. C. Fish Vice President

(Corporate Seal Affixed)

STATE OF WASHINGTON }
COUNTY OF SPOKANE } ss.

On this 12th day of October, 1953, before me, a Notary Public in and for the above named County and State, personally appeared S. C. Fish, to me known to be the Vice President of the Corporation that executed the within and foregoing instrument, and acknowledged the 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 he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and notarial seal the day and year last above written.

(Notarial Seal affixed)

Ethlyn De Camp
Notary Public, residing at Spokane,
Washington.

My commission expires January 7, 1955.

Approved
HLD
Reg. Mgr.

Filed for record November 2, 1953 at 11-45 a.m. by K. J. Salvesen.

John C. Wackley
Skamania County Auditor etc.

46419

Elwin Brace et ux to Robert Landrum et ux

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE made this 21st day of December, 1953 by and between ELWIN BRACE and GLADYS BRACE, husband and wife, hereinafter called the Lessor and ROBERT LANDRUM and BETTY JANE LANDRUM, husband and wife hereinafter called the Lessees,

W I T N E S S E T H :

That in consideration of the rents, covenants and conditions hereinafter contained to be kept and performed by the Lessee, the Lessor has let and leased and does hereby let and lease unto the Lessee for the term herein specified, those certain premises known and described as follows:

The Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 19, EXCEPTING THEREFROM the north 66 feet of the Northwest Quarter of said Southeast Quarter, all in Township 3 North, Range 10 east of the Willamette Meridian.

ALSO an undivided nine-sixtieth interest in and to the following described parcel of land:

Beginning at a point on the section line between Sections 17 and 18, Township 3 North, Range 10, east of the Willamette Meridian, 66 2/3 rods south of the northeast corner of the Southeast Quarter of said Section 18, thence running west 320 rods to the Township line between Ranges 9 and 10, east