

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  
H.L.D.  
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

of the Willamette Meridian; thence south on said Township line 93 1/3 rods to the southwest corner of said Section 18, thence east on the section line between Sections 18 and 19 to the southeast corner of said Section 18; thence north along the section line between Sections 17 and 18 a distance of 93 1/3 rods to the place of beginning. SUBJECT TO existing rights of way for electric transmission lines and public roads as same now exist over and across said property. SUBJECT TO rights, if any, of Underwood Heights Congregational Church in one acre of land as reserved in deed recorded in volume "V" of Deeds, pages 269 and 270, records of Skamania County, Washington.

Together with all farm equipment, tools, machinery and miscellaneous now located upon the above described real property, a list of which is attached hereto and made a part hereof.

All subject, however, to that certain agreement of the 22nd day of May, 1947, between EARL J. CUMMINS and LULU E. CUMMINS, husband and wife, and Lessor herein and all of the terms and conditions of said agreement which is by this reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the said described and leased premises unto the said Lessee for the period commencing on the first day of January, 1954, up to and including the 31st day of December, 1959.

IN CONSIDERATION THEREOF, the Lessee hereby covenants and agrees:

1. Immediately to go upon said premises and, with the use of said machinery, tools and equipment, farm said premises in a good and husbandlike manner and to pay to the Lessor and as consideration therefor to do the following:
  - (a) To pay to the Seller, EARL J. CUMMINS and LULU E. CUMMINS, under that certain purchase agreement hereinbefore mentioned, one-fourth of the net proceeds from all crops raised on said premises according to said contract, for application to principal and to pay also all interest as may become due on the unpaid balance of said principal during the term of this agreement.
  - (b) To pay to Lessor one-half of the net proceeds from Lessee's operation, which shall be one-half of the income from said leased property after Lessee shall have paid all expenses of his operation, including one-fourth of net proceeds on crops to EARL J. CUMMINS and LULU E. CUMMINS and interest on unpaid principal, and including any repairs and maintenance expense for machinery and all other and any legitimate expense incurred by Lessee in raising and harvesting the crops from said real property.
2. Not to suffer any strip or waste thereof.
3. To keep the premises free and clear at all times from all liens, including mechanic's liens based on any act or omission of Lessee or those claiming under Lessee.
4. Lessee will pay all light, power, telephone and water expenses and all claims, liens taxes or other debts which could be asserted against such light, water, power or telephone or other utility uses or against any fixture now present or hereafter attached to said leased premises.
5. To allow the Lessor to remain in his present residence upon said real property and reside therein during the term of this lease rent free or without other obligation and, where necessary to employ labor or assistance, to employ the Lessor upon said real property for which the Lessor shall be paid at the going wage for such labor.
6. If the need arises, to purchase, lease, rent or otherwise acquire such machinery, equipment and tools as may be needed from the standpoint of good husbandry to farm said premises to the most economic advantage of Lessor and Lessee, the expense thereof to be borne by Lessee.
7. To place and maintain at all times policies of insurance upon all of the equipment and machinery, insuring against loss or damage by fire or otherwise and to produce satisfactory evidence of the existence of such insurance.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the parties hereto;



1. That the Lessor will not be required to make any repairs, alterations or improvements to or upon said premises during the term of this lease and that all improvements which may be placed by Lessee upon the premises shall be and become a part of the leased premises and subject to the terms of this agreement and shall be left upon the premises at the expiration of this agreement, provided, however, that no improvements shall be made without the consent of Lessor and upon consent being given, the Lessor agrees to bear one-half of the expense of said improvements, to be withheld from his share of the net profits, at Lessor's option, the total to be withheld in any one year or deducted equally over the remainder of the term.

The Lessor does hereby grant to Lessee the option to purchase the herein leased real and personal property at the end of the five year period herein given and for such sum as may be then agreed upon by and between the parties as the fair value thereof, said option to be exercised by written notice delivered to Lessor not less than 30 days prior to the expiration of the said five year period, and if said option be exercised by Lessee the Lessor agrees to credit upon said purchase price the total amount paid to Lessor as a consideration for this lease during the term, less an amount equal to such sum as Lessor shall have paid or incurred as his share of any capital expenditures or improvements made by Lessee.

In the event the parties cannot agree as to purchase price should the option herein given be exercised, they hereby agree to submit the same to arbitration, each of the parties to select an arbitrator and these two so selected to select a third; the decision of the arbitrators as to purchase price and manner and method of payment to be final, provided, however, that any balance remaining unpaid on principal and interest upon the said CUMMINS agreement shall be a part of said purchase price and shall be assumed and paid by Lessee and also any unpaid balance upon farm machinery, equipment and tools.

Arbitration, if had, shall be in manner and form as provided by the laws of the State of Washington, and this agreement shall be deemed to have been made in the light of existing arbitration laws of the State of Washington and with specific reference thereto and intent that the same should govern and no distinction shall be drawn between the technical terms "arbitration" and "appraisal".

In consideration of the above the Lessor agrees to make available to Lessee all of his technical and special knowledge regarding the proper and husbandlike manner of operation and management of said premises and will use all of his influence to provide contacts and sources of crop disposal and sale and agrees that so long as the Lessee pays the rent as provided herein and performs all the covenants of this lease upon his part to be performed, that the Lessee may peaceably and quietly keep and have said premises for the term aforesaid.

PROVIDED, ALWAYS, and these presents are upon the express condition that if the rent herein reserved, or other sums payable hereunder, or any part thereof, shall be in arrears for a period of ten days or if the said Lessee shall fail or neglect to perform or observe any or either of the conditions and covenants hereinbefore contained, which are on his part to be performed and observed, then and in either of said events, Lessor or those having his estate in the premises lawfully may immediately or at any time thereafter and while such neglect and default continues, and without further notice or demand enter into and upon said premises or any part thereof in the name of the whole and repossess the same as of his former estate, and expel said Lessee and those claiming under him and remove his effects, forcibly if necessary, without being taken or deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or

preceeding breach of covenant.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate this 21st day of December, 1953, to take effect as of January 1, 1954.

Elwin Brace /s/

Robert Landrum /s/

Gladys Brace /s/

Betty Jane Landrum /s/

STATE OF WASHINGTON )  
County of Klickitat ) ss

On this day personally appeared before me ELWIN BRACE, GLADYS BRACE, ROBERT LANDRUM and BETTY JANE LANDRUM, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of December, 1953.

(notarial seal affixed)

Edward P. Rose /s/  
Notary Public in and for the  
State of Washington, residing  
at White Salmon, therein.

#### LIST OF MACHINERY

1948 D 2 Caterpillar  
Sprayer 600 gallon  
Orchard trailer  
Disc  
Harrow  
Garden tractor & imp.  
Buzz saw  
Drag saw  
2 Electric motors  
10-500 Chick brooders  
Weed burner  
Waterers & feeding supplies  
18 Ladders  
24 Picking sacks  
Pruning tools  
Hand tools  
10 cots & mattresses  
7 Cook stoves

Filed for record January 5, 1954 at 9-50 A.M. by Elwin Brace.

*John C. Walker*  
Skamania County Auditor. *cr*

No. 46557

Leon P. Montchalin to Columbia Veneer Co.

#### A G R E E M E N T

THIS AGREEMENT made and entered into this 30 day of January, 1954, by and between Leon P. Montchalin, of Route 2 Washougal, Washington, hereinafter referred to as First Party and Columbia Veneer Co., a Washington corporation, hereinafter referred to as Second Party,

WITNESSETH:

WHEREAS, First Party is the owner of an Easement over and across the following described real property situated in the County of Skamania, State of Washington:

The south one-half of the southeast one-quarter of section four (4), Township two (2) north of range seven (7), East of the Willamette Meridian; and

the southwest quarter of section four, township two (2), north of range seven (7), East of the Willamette Meridian for road purposes over and across the above described property; and

the north one-half of the northeast one-quarter of section nine (9), Township two (2) north of range seven (7), East of the Willamette Meridian, and,

WHEREAS, Second Party is in the business of logging in the vicinity of the property over which said Easement crosses. NOW, THEREFORE,

IT IS HEREBY AGREED as follows:

1. That in consideration of the sum of One Thousand (\$1,000.00) Dollars in hand paid to First Party by Second Party, First Party conveys, grants and assigns to Second Party the