

and perform any stipulation or condition of this lease. shall operate as a forfeiture thereof, and the lessor may take immediate possession of said demised premises.

In witness whereof the said parties have hereunto set their hands at Cascaded Locks, Oregon

this second day of November 1891.

Signed, Sealed and
delivered in presence of
Arthur B. Andrews.

Lo. J. Candiana

Geo. S. Henry
Ada S. Henry
W. R. McCord

Received for record April 13. 1892.

Attest J. O. Waterman, Auditor.

E. S. Loryea & Husband to Geo. E. Phelps

This Indenture made and entered into by and between E. S. Loryea and A. M. Loryea, parties of the first part, and George E. Phelps, party of the second part. Witnesseth:

That the parties of the first part for and in consideration of the Covenants and agreements of the party of the second part hereinafter set forth, has rented, leased and let, and do hereby rent, lease and let unto the party of the second part for the full term of five years from the date hereof, the following described lands and premises, to wit:

Beginning at the South West

Corner of the Findlay Donation Claim, in Section 36, in Township three (3) North, Range Eight-East Williams the Meridian in Skamania County, State of Washington running thence North forty (40) Chains to the North West Corner of said claim; thence East ten chains to a stake; then South forty (40) chains to the Columbia River; thence westerly along said river to the place of beginning containing forty acres, more or less.

To have and to hold said above named and described premises, unto said party of the second part, his heirs and assigns for the full period of five (5) years from the date hereof.

The said party of the second part in consideration of the grant of the lease to said premises and the use thereof during said period hereby covenants that he will pay all taxes and assessments thereon during said term, and that at the expiration thereof he will deliver up possession thereof peaceably and in as good condition as the same are received, damages by fire flood and inevitable accident excepted.

And it is further agreed by and between said parties that in case said party of the second part shall make any improvements on said premises, during said term the said party of the first part

shall pay said party of the second part therefor at the end of said term or whenever this lease shall for any reason be terminated, and in case the parties hereto cannot agree upon the price of said improvements, then the matter shall be submitted to arbitrators, and the parties hereto hereby agree and bind themselves to abide by the decision and award of said arbitrators.

In witness whereof the parties have hereto set their hands and seals this 4th day of March, 1892.

Done in the presence of
 W. H. Wilson
 J. H. Jackson
 witnesses to signature
 of G. E. Phelps

G. E. Phelps {Seal}
 E. B. Loryea {Seal}
 A. M. Loryea {Seal}

Received for record April 19, 1892
 Attest John Chris Waterman, Auditor