

This indenture made the 20th day of March one thousand eight hundred and sixty nine between Lucinda Shepard of the County of Skamania and Territory of Washington of the first part and E W Pendleton of said/County of Skamania and Territory of Washington of the second part witnesseth That the said party of the first part hath let and by these presents doth grant demise and let unto the said party of the second part his executors administrators and assigns all that piece or parcel of land situated above the mouth of Rock Creek on the Columbia River Kitchen stove and all the furniture belonging thereto with all the out houses and barn my lore rooms in the dwelling excepted message or tenements with all and singular its appurtenances situated above the mouth of Rock Creek to have and to hold the said premises with the appurtenances unto the said E.W.Pendleton his executors administrators and assigns for the term of five years from the 20 day of March 1869, at the yearly rental of One third of all the produce or the amount thereof paid in cash or any pay suitable to the parties previous to the harvest of the crop to be paid in as long as the said premises are in good tenantable condition and the said party of the second part doth hereby covenant to pay to the said party of the first part the said yearly rent as herein specified save and except at all times during the said term such proportional part of the said yearly rent as shall grow due during such time as the land and houses shall without the hindrance of the said party of the second part be and remain intenantable by reason of accidental fire and that the said E W Pendleton his executors administrators and assigns shall and will during the said term at his own proper cost and charges will and sufficiently keep in repair the said demised premises with their appurtenances when and as often as the same shall require damages by fire only excepted and that at the expiration of said term the said party of the second part will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit damages by fire only excepted and also that he the said party of the second part his executors administrators and assigns shall and will during the said term pay and discharge all taxes assessments and other charges which shall be taxed assessed or charged upon the said premises or any part thereof and the said party of the first part doth covenant that the said party of the second part on paying the said yearly rent and performing the covenants aforesaid shall and may peaceably and quietly have and hold and enjoy the said demised premises for the term aforesaid without any interruption or molestation of the said party of the first part her heirs or any other person whatsoever claiming or to claim by from or under her or them or any of them and also that in case the said premises shall at any time during the said term be destroyed or injured by an accidental fire the said party of the first part her heirs executors or assigns shall and will forthwith proceed to rebuild or repair the said premises in as good condition as the same was before such fire and that untill such repairs are made and completed the said rent shall cease given under our hands & seals this present of this 20th March 1869

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Lucinda X Shepard (SEAL)

(50 ct U S Internal Revenue Stamp Cancelled)

E W Pendleton (SEAL)

Witness

John W Waggoner

J J Dener

Presented for Record & Recorded this 22nd day of March 1869

J E Andrews Auditor