

Memo. of Conditional Sale. J. M. Arthur & Co to W. W. Wood

Same presents witness: That J. M. Arthur & Company, a corporation, under the laws of the State of Oregon, as vendor, has agreed to sell, to W. W. Wood, residing at Chinook, Skamania County, Washington as vendee, the several property hereinafter described under a Contract of Conditional sale, the terms and conditions of which said contract of Conditional sale are as follows, to-wit:

1. Said property is now and shall remain the absolute property of said vendor until the full payment of the following described promissory notes, principal and interest each of said notes bearing date the 28th day of March, 1898, made by said vendor payable to the order of said vendor at the office of J. M. Arthur & Co of Portland, Oregon, and bearing interest from date at the rate of ten per cent per annum and providing for a reasonable sum as attorneys fees in case any suit or action be instituted thereon, to-wit: One note for Fifty five and 81/100 Dollars, principal payable thirty days after date, without grace;

One note for Fifty five and 81/100 Dollars, principal, payable sixty days after date, without grace;

One note for Fifty five and 81/100 Dollars, principal payable ninety days after date, without grace.

Also until the full payment of all sums then due or to become due which may prior to the payment of said last mentioned note, become due to said vendor, whether evidenced by note, book account or otherwise

2. Upon the full payment of said promissory notes according to their terms, and the full payment of all sums then due to said vendor from said vendor, upon any other note, book account or otherwise, the title of said property shall rest in said vendor.

3. Said property and every part thereof at all times while out of the possession of said vendor shall be at the risk of said vendor, and all loss or damage of said property or any part thereof shall be borne by

said vendor, and no such loss or damage shall operate to extinguish or diminish any liability upon said notes or any of them; and said vendor further agrees to keep said property insured, and if not insured vendor may insure it at vendor's expense in a sufficient amount in favor of said vendor to cover its interest at all times before the vesting of said title in said vendor by the making of said payment as aforesaid; the cost of insurance to be a part of payment to be made before passing of title.

4. Said vendor shall at all times while said property is in the possession of said vendor, have the right to use the same for all uses and purposes for which said property is designed and not transfer without written consent.

5. Said vendor agrees to return said property and every part thereof in good order to said vendor, if requested at any time, before the vesting of the title thereto, by said vendor by full payment as above set forth, and such return shall not extinguish or alter the liability of said vendor upon said promissory notes.

6. Said property is described as follows, to-wit:

1 - 30 x 10 x 2 $\frac{7}{16}$ wood pulley

1 - 30 x 8 x " "

1 - 12 x 8 x " "

1 - 9 x 12 x 1 $\frac{15}{16}$ "

54 feet of 8" Schiavone single Royal Extra leather belt
15 lbs of # 2 babbitt

2 - 2 $\frac{7}{16}$ F. B. Boxes, 2nd hand

6 - $\frac{5}{8}$ x 8" bolts & 6 - $\frac{3}{4}$ x 12" bolts & 4 - 10" lag screws

2 - 1 $\frac{15}{16}$ set collars 2 - 2 $\frac{7}{16}$ set collars, 2nd hand
8 ft of 2 $\frac{7}{16}$ shaft, 2nd hand

1 - 12 x 6 x 1 $\frac{15}{16}$ iron pulley, R. w. and gear 5, 8,

1 - 12 x 3/4 bearing iron wheel

1 - small iron wheel arbor

3 - 1/2 x 12 gauge glasses

10 - 1/2 lbs genuine babbitt metal

1 - saw set.

1 - 2nd hand Burk's double first pair machine two sides
 1 - set gauge E
 6 - $1\frac{1}{2}$ x 8^{11/16} machine bolts
 1 - 32 x 4 x 3/16 wood pulley
 1 - 9 x 5 x 1 3/10 "
 2 - shafts 1 3/10 x 16" long
 4 - 1 3/10 C. B. Boxes
 4 - 1 3/10 hub collars
 44 feet of 4" 3-ply Tiger rubber belt

In witness whereof the parties have caused these
presents to be executed this 28th day of April, 1898.

J. M. Ashton & Co.
W. H. Moseley
London

W. W. Wood
London

Filed for record May 2nd A.D. 1898 at 10 O'Clock
A.M.

O. J. Green
Auditor