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

Three persons witness, That J. M. Arthur & Company, a Corporation, under the laws of the State of Oregon, as vendor has delivered to W. W. Wood, residing at Clatskanie, Multnomah County, Washington as, vendee the personal 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 21st day of March 1898 Made by said vendee payable to the order of said vendor at Portland, Oregon and bearing interest from date at the rate of ten per cent per annum and providing for reasonable sum as attorneys fees in case any suit or action be instituted thereon to wit:

One note for One hundred twenty five Dollars, principal, payable thirty days after date without grace;

One note for seventy five dollars, principal, payable sixty days after date, without grace;

One note for seventy five 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 shall vest in said vendee.

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 vendee 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 expenses 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 possession of said vendor, have the right to use the same for all use and purposes for which said property is designed and such 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 thereof in said vendor, by full payment as above set forth, and such return shall not extinguish or alter the liability of said vendor upon said promises or notes.

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

1 "Grand Triumph" shingle machine made by Portin & Co of Grand Rapids Michigan; shop number 1148 stamped on Arbor head, 2 shingle saws and two 26 inch saw collars.

In witness Whereof The parties have caused these presents to be executed this 28th day of March 1898

J. M. Archer Co
W. H. Massey
Vendor

W. W. Wood

Vendor

Filed for record March 29th A. D. 1898 at 10 o'clock A. M.
E. W. Allen
Auditor