

said state and county do hereby certify, that on this 20th day of June, 1901, personally appeared before me D. H. M. Lauman, to me known to be the individual described in and who executed the within instrument, as the party of the first part, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of June, 1901.

Notarial
Seal.

C. L. Coffman
Notary Public for the State of Washing-
ton, residing at Peshalis.

Filed for record - by Reynolds Stewart, 13 Feb'y 1902 at 9 a.m.
J. H. Hale
C. Auditor.

Hedell Moriarty, with The Brunswick-Balke-Collender Co.

This Memorandum of Agreement, made and entered into between The Brunswick-Balke-Collender Co., the party of the first part, and Hedell Moriarty, of Stevenson County of Kamania, State of Washington the parties of the second part, Witnesseth, That the said party of the first part, being the owner of the herein after described personal property, has leased and does by these presents lease and rent unto the parties of the second part, the following described personal property, to wit:

One 14 ft Oak Oakwood Counter	#10693
" " " " Back Bar	10529
" " " " Mirror	10840
" " " " Zinc Tank	7861
" " " " Iron foot Rail	

and in fact everything pertaining and appurtenant to said hereinbefore described Outfit belonging to and manufactured by the said The Brunswick-Balke-Collender Co., for the term of nine months from the date hereof, on the following terms and conditions, to wit: Fifty Dollars, payable in cash at or before the executing of these presents, and the further sum of Twenty five Dollars, to be paid on the tenth day of each and every month ensuing, until the full term of nine months from this date shall have expired, said payments being for the rental, use and wear of said property.

The said parties of the second part agree that they will carefully use, and keep in good order, the said articles of merchandise

hereinbefore described, at present location, in the City of Stevenson and not elsewhere, except with the written permission of the said party of the first part first had and obtained.

And it is further agreed by and between the parties hereto, that whenever said parties of the second part shall fail to pay said rent, or any part thereof, as it shall become due and payable, or shall fail to keep and perform any of the agreements, conditions or undertakings, in this contract contained, especially as to the place where said property shall be kept, or whenever the said The Brunswick-Balke-Collender Co. shall deem it necessary, in order to secure itself against loss, although no breach of contract shall have been committed by said parties of the second part, then and in either of such events, the said The Brunswick-Balke-Collender Co. may demand, take and repossess said property with or without process of law, anything herein contained to the contrary notwithstanding.

And said parties of the second part hereby agree to pay the rent aforesaid at the several times hereinbefore set forth, and at the expiration of the terms for which said merchandise is rented and released, to return and deliver the same to the said The Brunswick-Balke-Collender Co. in good order, reasonable wear and tear thereof excepted; it being specially agreed and understood that the title to all of said property is vested in the said party of the first part.

And the said parties of the second part hereby further agree that the said The Brunswick-Balke-Collender Co. may keep the said property hereinbefore described, insured in a first-class insurance company, at the expense, cost and charge of said parties of the second part, for the full value of the same; and said parties of the second part hereby make the said party of the first part their attorney for the purpose of obtaining a policy of insurance as against said property hereinbefore described, and in the event of the failure of the said parties of the second part to pay such insurance, the said party of the first part is hereby authorized to advance the premiums therefor; and in the event that said party of the first part shall pay such insurance, the amount of such insurance so paid shall be added to the sum in the agreement of sale hereunder attached, as the consideration thereof. It is further understood by and between the parties hereto that interest at the rate of —

per cent per annum shall be paid to the said The Brunswick-Balke-Collender Co. by the said parties of the second part (on the amount of the rental installments on said property hereinbefore described). In the event of said parties complying with all the terms of this agreement, the said The Brunswick-Balke-Collender Co. shall be required to sell and transfer said property hereinbefore described, to said parties of the second part as hereinafter agreed and set forth.

In Testimony Whereof, the said parties have hereunto set their hands and seals, in duplicate, this the 8th day of February 1902

The Brunswick-Balke-Collender Co.

Executed in presence of By B. N. Bowman, Cashier [L. S.]
Udell + Moriarty [L. S.]

In Consideration of one dollar and other good and valuable considerations to us in hand paid, we hereby agree to and with Udell + Moriarty, the said parties of the second part to the foregoing lease, that in the event that they shall on their part well and truly perform and fulfill all the conditions thereof, and pay, as they become due, the different installments of rent and all other sums therein and herein agreed to be paid, that we will, on the tenth day of November 1902, provided the said Udell + Moriarty shall so desire, well and convey the property described in said lease, to the said — for the sum of Twenty five Dollars, then in cash to be paid to us, as hereinbefore set out and agreed upon.

It is expressly understood and agreed, however, that time shall be the essence of this contract, and that unless all of the conditions of the foregoing lease shall have been fulfilled by the said Udell + Moriarty, and the sum of Two hundred twenty five Dollars, paid as aforesaid, then the privilege to purchase said property, hereby granted, shall be waived and forfeited.

The Brunswick-Balke-Collender Co.

By B. N. Bowman, Cashier [L. S.]

Portland, Oregon. Feby 8th 1902

The conditions of the above agreement are accepted.

Udell + Moriarty -

Rents Payable.

Year.	Jan.	Feb.	Mar.	April.	May.	June.	July.	Aug.	Sept.	Oct.	Nov.	Dec.	Amount
1902		10											50
			10										25
				10									25
					10								25
						10							25
							10						25
								10					25
									10				25
										10			25
											10		25
												10	25
													275

Filed for recording, The Brunswick-Balke-Collender Co., 15th Feb. 1902
at 9.55 a.m.

H. H. Cole.

E. Auditor. ✓

Adell Moriarty, with The Brunswick-Balke-Collender Co.

This Memorandum of Agreement, Made and entered into between The Brunswick-Balke-Collender Co., the party of the first part, and Adell Moriarty, of Stevens County of Kamania, State of Washington the parties of the second part. Witnesseth, That the said party of the first part, being the owner of the hereinafter described personal property, has leased and does by these presents lease and rent unto the parties of the second part, the following described personal property, to-wit:

One 4 x 8 Challenge Pool Table #14483.

very Complete Outfit

and in fact everything pertaining and appurtenant to said hereinbefore described Table belonging to and manufactured by the said The Brunswick-Balke-Collender Co., for the term of ten months from the date hereof, on the following terms and conditions to-wit: Fifty Dollars, payable in cash at or before the executing of these presents, and the further sum of Fifteen Dollars, to be paid on the 10th day of each and every month ensuing, until the full term of ten months from this date shall have expired, said payments being for the rental, use and wear of said property.

The said parties of the second part agree that they