

as the Ramsey place the duration of this lease is to be five years from date the party of the second part does hereby agree to keep in repair all fences and bridge the said stream and pay all damage done to the premises and stock on the said place.

Witness

A. J. Haynes *Seal*

b. Mr. Larson

White Salmon Boom Co. *Seal*

Bert Lowe.

Broth Nicola *Seal*

Filed for record by Barry and Hayes on the 30<sup>th</sup> day of December A. D. 1902 at 9 o'clock A. M. F. W. Hale, Auditor.

By S. H. Middle Deputy. ✓

J. P. Edwards  
Chairman

Christensen Machinery Company to Arnold, Carlson Lumber Co.

#### Conditional Sale Contract.

This agreement made and entered into by and between Christensen Machinery Company, of Portland, Oregon, as vendor, and A. W. Arnold, T. W. Carlson and T. Carlson, of Stevenson, Klamath Co., Washington, as vendees, witnesseth:

First. That for and in consideration of the sum of One Thousand Dollars (\$1000.00) U. S. Gold Coin, to be paid as hereinafter more fully set forth, the said vendor agrees to furnish to the said vendees P. O. B. Box Portland, Oregon, as follows: 1 Bulk Frame made of 6" x 14" lumber, 1 Lower Saw Arbor 3 $\frac{1}{8}$ " x 7 ft. 3", 2 Adjustable Arbor Boxes 3 $\frac{1}{8}$ " x 10", 2 Set Bolts 3 $\frac{1}{8}$ ", 1 Iron Pulley 16" x 11" x 3 $\frac{1}{8}$ " on lower arbor, 1 Extension Arbor 3 $\frac{1}{8}$ " x 12 ft. with square jaw clutch couplings and shafts complete, 3 F. C. Boxes 3 $\frac{1}{8}$ " x 10" 2 Set Bolts 3 $\frac{1}{8}$ ", 1 Iron Pulley 26" x 11" x 3 $\frac{1}{8}$ " for main drive, 1 Adjustable Lower Saw Guide, 1 Plain Board Roller 4" x 24" and bearings, 1 Board Roller 4" x 24" with Wrought Steel Splitter 16" dia. and bearings, 1 Iron Top Saw Frame with arbor yoke overreaching 24" from outside of side frame, 4 bearings for saw, 2 of same 2 $\frac{1}{8}$ " dia. and 2 - 2 $\frac{1}{8}$ " dia. on top saw guide, 1 Top Saw Arbor 3 $\frac{1}{8}$ " x 5 ft., 1 Iron Pulley on same 12" x 11" x 2 $\frac{1}{8}$ ", 2 Set Bolts for top arbor, 1 Bolt Tightener 10" x 10" for top belt, 1 Simonds Inserted Tooth Saw 52" dia. x 7 gauge, 1 Simonds Inserted Tooth Saw 42" dia. x 8 gauge (Saws to be selected) 1 Complete Wire Rope Feed Works, rope drum 20" dia. x 18" face grooved for 3/4" cable and keyed on 2 $\frac{1}{8}$ " shaft and spur gear keyed on same 24" x 4", 1 shaft 2 $\frac{1}{8}$ " with iron friction of 12 faces and suitable diameter keyed on one end and double flanged pinion 6" dia.

$\times 4\frac{1}{4}$ " face keyed on the other end, gig back paper friction 16" dia.  $\times 12$ " face, drive paper friction 8" dia.  $\times 12$ " face, shafts of paper friction to be  $2\frac{3}{8}$ "  $\times$  6 ft., draw shaft to be 4 ft. long, pinion shaft to be of suitable length to belt feed pulleys from extension arbor near inside of clutch coupling, 1 eccentric box  $2\frac{3}{8}$ ", 2 F. B. Boxes  $2\frac{1}{2}$ ", 4 set collars  $2\frac{3}{8}$ ", 1 iron pulley on gig shaft  $18" \times 8" \times 2\frac{3}{8}$ ", 1 iron pulley on feed shaft  $18" \times 8" \times 2\frac{3}{8}$ ", 1 iron pulley  $12" \times 10" \times 1\frac{3}{8}$ " with shaft  $1\frac{1}{8}$ "  $\times$  18" and 2 F. B. Boxes  $1\frac{3}{8}$ ", one plow steel cable  $\frac{1}{2}$ " dia.  $\times$  175 ft. long, 2 rope sheaves 24" dia. grooved for same keyed on shafts  $1\frac{3}{8}$ "  $\times$  12" with 2 F. B. Boxes for each, 3 Stevens Patent Rock and Pinion Head Blocks operating 44", bar dogs attached to knees, self receding springs on set shaft, and fractional double throw set works, 6 Pcs. carriage Trucks, wheels 12" dia, one each ground and plain, with self oiling boxes, 1 carriage track made of cast iron placed V to fit ground wheels, 1 carriage track made of cast iron placed with channel to fit plain wheels, also Bolts, Rods, Washers, Nuts and other iron parts necessary to make carriage frame.

Second. It is hereby mutually agreed that the property herein mentioned is now and shall remain the absolute property of the said vendor until the full payment of the following described promissory notes, each bearing date November 11, 1902, and bearing interest at the rate of ten per cent per annum from date until paid, and providing for reasonable storage fees in case suit or action be instituted thereon:

One note for Two Hundred Dollars (\$200.00), principal due on Demand, One note for Two Hundred Dollars (\$200.00), principal due on Date of delivery of said machinery, One note for Three Hundred Dollars (\$300.00), principal due on 90 days from Date of said delivery, One note for Three Hundred  $(\frac{2}{3} \times 300)$  Dollars, principal due 5 months from Date of said delivery; also until the full payment of all sums then due or to become due, or which may prior to the payment of said notes become due to said vendor whether evidenced by note, book account or otherwise.

Third. Upon the full payment of the said promissory notes, and the full payment of all sums herein due to said vendor from said vendee upon any other note, book account or otherwise, the title of said property shall vest in the said vendor.

Fourth. The said property, and every part thereof, at all times while out of possession of the said vendor shall be at the risk of said vendor, and all losses or damage to said property, or any part thereof shall be borne by the said vendor, and no such loss or damage shall operate to extinguish or diminish any liability upon said note, and said vendor agrees to keep said property insured for the benefit of the said vendor, Christensen Machinery Company, with interests may appear, from the time of said delivery until fully paid for, and if not insured vendor may insure it, at vendor's expense, in a sufficient amount in favor of said vendor to cover its interests at all times before the vesting of said title in said vendor by making of said payments as aforesaid, the cost of insurance to be a part of payment to be made

before the passing of title.

Fifth. Said vendees shall at all times, while said property is in the possession of said vendees have the right to use the same for all uses and purposes for which said property is designed. (Page 2)

Sixth. It is agreed that no assignment of this contract, or transfer of the property shall be valid, without the consent of the said vendor or its assigns first obtained in writing.

Seventh. If the said vendees fail to make any payment of principal or interest at the time they are due, the entire amount of principal shall immediately become due, at the option of the vendor; or if the vendees shall fail to make any of said payments or shall sell or dispose of any of the property herein mentioned, or any interests therein, or if any of the goods be stashed or levied upon or are removed from said town or goes from the exclusive possession of said vendees, the vendor herein shall be entitled forthwith to the possession and return of the goods, herein mentioned.

Eighth. In case of failure to comply with the conditions of this contract or either of them in any part, upon demand of the vendor, if requested at any time before the vesting of the title in said vendees, the vendees shall turn over said property to the said vendor without process of law and in full extinguishment of all his claims and rights thereunder. All amounts having been paid thereon prior to the turning over of the said property to be forfeited by the vendees as liquidated damages for the breach of said contract and the use of said property, and upon the delivery of said property as aforesaid to the vendor, all notes given for the deferred payments not have not matured shall be retained by the vendor. All notes, however, that have matured at the date of delivery of said property to be retained by the vendor and forfeited by the vendees in addition to the amounts already paid in cash as liquidated damages and rent for the use of said property. In Witness Whereof, the parties hereto have caused these presents to be executed on this 11th Day of November, 1902, to this end to another instrument of like tenor and date.

Christeson Machinery Co.,  
by J. P. Christeson  
A. W. Arnold  
J. W. Carlson  
A. Carlson

Filed for record by Christeson Machinery Co. on the 13th day of January  
A.D. 1903. at 9 o'clock A.M. J. Fleischman ✓  
Box 2410