

J. M. Arthur & Co. to Seavport Bros.

These Presents Witness, that J. M. Arthur & Company, a corporation residing at Portland, Multnomah County, Oregon, as vendor, has delivered to Seavport Bros. residing at Nelson Creek, Skamania 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, cash of said notes bearing date the 29th day of January 1903, made by said vendee payable to the order of said vendor at Portland, Oregon and bearing interest from date at the rate of eight per cent per annum, and providing for a reasonable sum as attorney's fee in case any suit or action be instituted thereon, to-wit: One note for Four hundred and thirty five and no/100 Dollars principal, payable in sixty five days from date, without grace, One note for Two hundred and twenty Dollars, principal, payable sixty five days from 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 vendee upon any other note, book account or otherwise, the title of said property 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 vendee, and no such loss or damage shall operate to extinguish or diminish any liability upon said notes or any of them. 4. Said vendee shall at all times while said property is in the possession of said vendee, have the right to use the same for all uses and purposes for which said property is designed, and shall not transfer this right to others without the written consent of the vendor. 5. Said vendee 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 vendee by full payment as above set forth, and such return shall not extinguish or alter the liability of said vendee upon said promissory notes if not paid at maturity. 6. Said property is described as follows - One Erie City Iron Works #5 Class A. boiler with water front and water bottom complete, Shop No. 39715. One Tower 3 - saw cogger with saws.

In Witness Whereof the parties hereto have caused these presents to be executed this 30th day of January, 1903.

J. M. Arthur & Co.

Vendor

Seavport Bros. & Co.

Frank Seavport Mgr.

Vendee

Filed for record by J. M. Arthur & Co. on the 3rd day of February A. D. 1903 at
4:30 o'clock P. M.

A. Fleishman

Secy. Auditor.