

J. M. Arthur to Straub, Carlson Lumber Co.

These Presents Witness, That J. M. Arthur & Company, a corporation, residing at Portland, Oregon, as vendor, has delivered to Straub, Carlson Lumber Co, of Hecarson, 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, each of said notes bearing date the 9th day of March, 1903, made by said vendee payable to the order of said vendor at J. M. Arthur & Co's, 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 eighty seven and $\frac{500}{100}$ dollars, principal, payable two months after date, without grace, One note for Eighty seven $\frac{500}{100}$ dollars, principal, payable four months 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 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, to-wit: One Fisher & Davis #3 gang edger with four 16" Diamonds saws, complete. In Witness Whereof The parties hereto have caused these presents to be executed this 9th day of March, 1903.

J. M. Arthur & Co.

Vendor.

The Straub-Carlson Lumber Co. By H. H. Straub
Vendee.

Filed for record by J. M. Arthur & Co on the 12th day of March 1903 at 4.15 o'clock P. M.

Wm. H. Miller
Chairman

A. Reichman

Sec. Auditor.