

shall work a forfeiture of this lease.

In Testimony Whereof, the said parties have hereunto set their hands and seals, on the day and year first above written, to this and another instrument of like tenor and date.
Signed, sealed and delivered

in the presence of us as witnesses:

Hamilton Meade

T. H. Ward

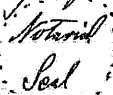
S. B. Tves. 

William Sams. 

State of Oregon

County of Multnomah } ss.

I, T. H. Ward, a Notary Public in and for the State of Oregon, do hereby certify that on this 22 day of October, A. D. 1902, personally appeared before me S. B. Tves and William Sams, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. My notarial commission expires Dec. 6. 1902. Given under my hand and official seal this 22 day of October A. D. 1902.


Notary
Seal

T. H. Ward

Notary Public for the State of Oregon
Residing at Portland therein.

Filed for record by Wm Sams on the 1st day of June 1903 at 4.30 o'clock P. M.
Chas. Helli
Chairman

A. Fleishman

Com. Auditor.

The Brunswick-Balke - Collender Company to L. F. Tuma.

This Memorandum of Agreement, made and entered into between the Brunswick-Balke-Collender Co., the party of the first part and L. F. Tuma of Stevenson, County of Skamania State of Washington the party 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 party of the second part, the following described personal property, to-wit: One 14 foot Golden Oak Republic Counter

" " " " " Back Bar

" 12 " " " " Fairview Mirror

" 14 " " " " Iron Foot Rail

" " " " " White Pine Top Work Stand

and in fact every thing pertaining and appurtenant to said hereinbefore described outfit belonging to and manufactured by the said The Brunswick-Balke-Collender Co., for the term of 10 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 10th day of each and every month ensuing, until the full term of 10 months from this date shall have expired, said payments being for the rental, use and wear of said property. The said party of the second part agrees that he will carefully use, and keep in good order, the said articles of merchandise hereinafore 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 had and obtained. And it is further agreed by and between the parties hereto, that whenever said party 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 or 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 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 party of the second part, then and in either of such events, the said The Brunswick-Balke-Collender Co. may demand, take and recover said property with or without process of law, anything herein contained to the contrary notwithstanding. And the said party of the second part hereby agrees to pay the rent aforesaid at the several times hereinbefore set forth, and at the expiration of the term 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 party of the second part hereby further agrees that the said The Brunswick-Balke-Collender Co. may keep the said property hereinafore described, insured in a first-class insurance company, at the expense, cost and charge of said party of the second part, for the full value of the same, and the said party of the second part hereby makes the said party of the first part his attorney for the purpose of obtaining a policy of insurance as against said property hereinafore described and in the event of the failure of the said party of the second part to pay such insurance, the said party of the first part is hereby authorized to advance the premiums therefore; and in the event that the 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 herewith attached as the consideration thereof. It is further understood by and between the parties hereto that interest at the rate of 8 per cent per annum shall be paid to the said The Brunswick-Balke-Collender Co. by the said party of the second part (for the amount of the rental installments on said property hereinafore described). In the event of said party complying with all the terms of this agreement, the said The Brunswick-Balke-Collender Co. shall be required to sell and transfer said property hereinafore described, to the said party of the second part as hereinafter agreed and set forth. In Testimony Whereof, the said parties have hereunto

