

LIDGERWOOD MFG. CO. TO WASHOUGAL LAND & LOGGING CO.

MEMORANDAM OF CONDITIONAL SALE.

These presents witness: That Lidgerwood Mfg. Co. J. U. Arthur, Sales Agent, a corporation under the laws of the State of New York, as vendor has delivered to Washougal Land and Logging Co. residing at Portland in Multnomah County, Oregon, as vendees, 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 fourteenth day of June 1895, made by said vendees payable to the order of said vendor at Commercial National Bank of Portland, Oregon, and bearing interest from date at the rate of ten per cent per annum and providing for a reasonable sum as attorney fees in case any suit or action be instituted thereon, to wit:

One note for Six hundred sixty and no/100 Dollars principal, payable ninety days after date without grace:

One note for Six hundred sixty and no/100 Dollars principal, payable six 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 promossory notes according to their terms and the full gayment of all sums then due to said vendor from said vendees upon any other note book account, or otherwise, the title of said property shall vest in said vendees.

(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 vendees and all loss or damage of said propertyor any part thereof shall be borne by said vendees and no such loss or damage shall operate to extinguish or diminish any liavility upon said notes or any of them, and said vendees farther agree to keep said property insured and if not insured vendor may insure it at vendees expense in a sufficient amount in favor of said vendor to cover its interest at all times before the vesting of said title in said title in said vendee by the making of said payment as aforesaid; the cost of insurance to by a part of payment to by made before passing of title.

(4) Said vendees shall at all times while said property is in the possession of said vendees have the rightto use the same for all uses and purposes for which said property is designed and not transfer without written cor

1. Said vendees agree 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 vendees by full payment as above set forth and such return shall not extinguish or alter the liability of said vendees upon the said promissory notes.

(6) Said property is described as follows. to-wit:
1--9X10 double cylinder double drum Lidgerwood logging engine complete as per catalogue, latest improved. 4 each extra pinions on engine shaft#10901 and 10902.

In witness whereof the parties have caused these presents to be executed this Fourteenth day of June 1895

Washougal Land & Logging Co.

J.A. Buckley, Pres.

Vendees.

Lidgerwood Mfg. Co.

J. M. Arthur,

Sales Agent

Vendors.

Filed for record June 20th 1895 at 10:30 A.M.

C.G. Green, Auditor.

OK--1---C. O. H.