

The Portland Machinery Co (to) Sprague Lumber Co

This Agreement, Executed in triplicate this 27th day of April, 1918, between The Portland Machinery Co, of Portland, Oregon, first-party, and Sprague Lumber Co., of Cascades, Wash.

Witnesseth: That the first party will deliver to the second party, free on board caw, subject hereto, and upon the full performance hereof, will sell and transfer to the second party, the following personal property (hereinafter called "the property"; namely

1- American No. 6. R. H. Saw Mill.

complete with regular equipment.

This "property" is to be located by the second party and to remain until the full performance hereof in County of Skamania State of Washington, on the real property described in the notice endorsed hereon, and the removal or attempted removal of same from said real property without first party's written consent first obtained will be considered a breach of this contract and under due and collectible all deferred payments herein, and first party makes to be immediate possession of said "property" as upon breach of said condition.

The second party will purchase the property and pay therefor Nine Hundred and Seventy Two & 00/100 (\$972.00) Dollars, as follows: \$ 486.00

\$ 243.00 - June 27, 1918. \$ 243.00 August 27th 1918.

Deferred payments shall bear interest at 8 per cent per annum, until paid, and are evidenced by promissory notes executed herewith, but in no event shall said notes be considered as payments until actually paid in cash. Time is of the essence of this contract.

In case of default, the unpaid purchase price shall thereupon at the first party's option become immediately due and collectible. In case the second party owes any unsecured debt to the first party, payments by the second party may be applied by the first upon such unsecured indebtedness and the personal hereinabove described need not be sold and transferred so long as any such unsecured debt remains unpaid.

The first party will make every effort to deliver promptly and to have the "property"

free from defects, and to replace parts shown within thirty days to have been defective at the time of shipment; but is not in any case to be responsible for loss arising from unavoidable delay or accidental defects in the "property".

In case of shortage or defects notice thereof in writing shall be given by the party of the second part to the party of the first part within ten days after the "property" has been received by the party of the second part, that the party of the first part may make good to the party of the second part such shortage or defect. No claim for material or work done by second party will be allowed, the first party reserving the right to furnish all such necessary material or work.

Any loss or damage to the "property" shall be borne by the second party, and until it is sold and transferred hereunder the second party shall keep the same insured against fire in standard companies, to the extent of the first party's claim hereunder, loss, if any, payable to the first party; the policies of insurance to be forthwith delivered to the first party.

Retention of the "property" for thirty days after receipt of same by party of second part shall constitute an acceptance thereof.

Title to the property shall continue to vest in the first party until paid for as provided. In case of default the first party or its agents may retake the property without process of law, remove the same from any real estate to which it may be affixed, sell the same and apply the proceeds on said notes as a credit thereon, and may recover any deficiency that may be due on same.

It is further understood and agreed that the writing and printing in this contract contains the full and entire agreement between the parties hereto. This agreement shall extend to and be binding upon the executors, administrators and assigns of the parties herein.

Executed in triplicate at Portland, the day & year above written.
 The Portland Machinery Co.
 By: W H Somersford.

Sprague Lumber Co.
 Fall Wayn Sprague.

Filed for record May, 2, 1918. By The Portland Machinery Co.
 Chas H. Nellor.

County Auditor.
 By L. M. Nellor Deputy.

Unofficial
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