

Pacific Kiesel Kar Branch J. M. Boyd.

### Lease.

This Lease, made this 20th day of April 1918 between the Pacific Kiesel Kar Branch Lessors and J. M. Boyd, Lessee. Witnesseth: The Lessee agrees to pay to the Lessor as rental for the use of said property the sum of Fourteen hundred and no/100 Dollars (\$1400.00) to be paid in the following manner. Cash; Five hundred and no/100 Dollars (\$500.00) on the date of the execution of this lease, as the consideration for the delivery of said automobiles, and balance Fifty and no/100 Dollars (\$50.00) on the 30th day of May, 1918. Two hundred twelve and 50/100 Dollars (\$212.50) on the 1st day of each and every month thereafter for four months and such other sums as are hereinafter mentioned, together with interest from date on all amounts of rent until paid, at the rate of 8 per cent per annum, which said interest shall be payable on the date that the last payment of rent shall fall due. This lease shall terminate on the 30th day of September 1918.

It is expressly agreed that the said Lessor retains the title to all said property and the said Lessee acquires no interest in or title to said property, it being distinctly understood that this is a lease. The Lessee shall take immediate possession of all of said property and comply with the provisions hereof and retain same in possession.

It is distinctly understood between the parties to this lease that if the Lessee gives to the Lessor notes representing the amount of rent provided for above the said notes are received by the Lessor, and are given by the Lessee as evidences of the amount of rent to fall due under this lease, and are not in any way to be considered a payment or to affect the obligations hereon provided or until the

same shall have been actually paid by the Lessee himself.

All of said property shall be at the risk of the Lessee so long as the same is not in the possession of the Lessor and no loss thereof, or damage thereto, while not in the possession of the Lessor shall relieve the Lessee from the payment of any part of said rent herein provided, or the payment of any amount, which may have been paid by the Lessor under the terms of this lease, together with interest thereon as aforesaid.

The Lessor shall insure said property in its own name in such an amount as it may see fit, but said insurance will be at the expense of the Lessee as additional rental thereof. The repayment of the same to be made at such times as the Lessor may specify.

The Lessee agrees to pay to the Lessor the amount of any judgment which may be rendered against and paid by the Lessor, together with costs and counsel fees incurred therein, by reason of any damage to personal property caused by said above described property during the continuance of this lease.

Said Lessee shall keep said property in good repair, and shall pay on demand, on the date that the next installment of rent falls due after said work is done or materials furnished the reasonable & agreed price of all work and labor done thereon, and material, supplies and accessories furnished for said automobile by said Lessor. And the Lessee shall pay all taxes and assessments levied or assessed thereon as part of the rent thereof.

Should the Lessee fail to pay taxes or assessments on said property when due, or fail to pay for any insurance thereon, or fail to pay any other amounts due any persons by reason of said person having possession of said automobile

or any reason whatsoever, or fail to keep said property in good repair, then the Lessor may at its option pay the same, or have the said property repaired, and the amounts of said payments, together with interest thereon at the rate of eight per cent per annum, shall be added to the next payment of rent becoming due, and shall be repaid to the Lessor by the Lessee with such payment.

All labor, parts or accessories placed upon the automobile hereby leased, during the life of this lease, shall constitute and become a part of said automobile, and shall then immediately be and become the property of the Lessor, and all of said parts and accessories shall immediately upon becoming a part of said automobile, become subject to all the terms and conditions of this lease.

The Lessee agrees that he will not dispose of said property, or take, or allow said property to be taken out of the State of Oregon and Washington, nor part with or assign the whole or any part or interest in this lease, or the property hereby leased, under any circumstances without the written consent of the Lessor, or its assigns.

If the Lessee fails to make any payment as herein provided, or fails to comply with the terms and conditions hereof in any respect, or in case the automobile herein leased is disposed of, taken or removed from the State of Oregon or Washington, mortgaged, attached, seized or laid upon, by virtue of any writ or process of any court, judicial or ministerial officer, or in case said Lessee is declared bankrupt, or should said Lessee fail for twenty-four hours to release said automobile from any

any claim or lien by any other person, or this lease or any interest therein assigned, when this lease shall, ipso facto, become immediately terminated and ended, without legal proceedings (using all necessary force so to do), and all payments previously made by the Lessee to the Lessor shall be considered and shall apply as compensation for depreciation in value, and for the use and rental of said property, and as liquidated damages, and said Lessor waives any action or right of action of any kind whatsoever against said Lessee, moving out of said removal, or arising by reason of said re-possession or retention of said personal property, or otherwise, and also waives all right to the money so paid, and said lease shall be considered as ended and cancelled.

In case suit is made, or other proceeding taken to remove said property, or any part thereof, or any part of the amount due under this agreement, said Lessor agrees to pay all costs and a reasonable sum as and for attorneys fees to said Lessor.

It is further understood and agreed by and between the parties hereto, that, at the expiration of said term the Lessee shall return and deliver to the Lessor the above described property in good order and condition.

It is further agreed, however, that time shall be of the essence of this lease in each and every particular.

It is further agreed that the Lessee will notify the Lessor of any change of address within 10 days of the parties hereto have executed this lease to date of execution of the same. Witness my hand and seal of office this 11th day of March 1911.

Given under my hand and seal of office this 11th day of March 1911.

Witness my hand and seal of office this 11th day of March 1911.

### Options to Purchase On Condition.

The undersigned hereby agrees that, on the third day after the termination of the lease hereinabove set forth, in the event the said Lessee complies with all the terms and conditions of the said Lease, and shall have fully paid for all of the rent and other payments in said Lease provided, and shall have paid to the undersigned any and all claims whatsoever due to the said undersigned, under the terms of the lease hereinbefore set forth, or otherwise, it will sell to the person hereinabove mentioned as Lessee the above described property for the sum of One Dollar (\$1.00). This agreement to sell to the person ~~herein~~ shall only be effective upon the conditions herein set forth, and upon the date herein mentioned, and not otherwise, and time is made the essence of this contract.

In Witness Whereof, The Pacific Trust & Savings Bank Branch has hereunto affixed its seal and signed its name by its proper officer.

The Pacific Trust & Savings Bank Branch  
By ~~Its~~ Right.

Filed by U. S. National Bank, Portland, Ore.  
at 3:30 P. M. May 11, 1917.

Chas. H. Hiller

County Auditor.  
By L. M. Hiller Deputy.

Barnes Haffey to The Public.

Cape Horn, Dec 19, 1917

To whome it may Concern I have this day sold to  
Barke & Peters one Black Cow Muley and Red  
Tail known as Bob. And paid in full

Signed. Barnes Haffey  
Cape Horn - Wash.

Filed for record by Barke and Peters on May 14 - 1918  
at 11<sup>44</sup> a.m.

Chas H. Mellor

Co. Auditor

Ry L. M. Mellor. Deputy

R. D. Shelly Et Us to J. E. Hooker.

Know all men by these Presents, That R. D. Shelly and  
Norene Shelly, his wife, of Stevenson, Skamania County,  
Washington, the parties of the first part, for and in  
consideration of the sum of Ten Dollars and other  
values to them in hand paid by J. E. Hooker the party  
of the second part, the receipt whereof is hereby ac-  
knowledge, do by these presents grant, bargain, sell,  
convey and confirm unto the said party of the  
second part, his executors, administrators, and  
assigns, the following described personal property,  
located and being in the barri of grantor on First  
Street in Stevenson, County of Skamania, State of  
Washington, to wit: The horses, wagons, and Livery stable  
and Transfer business equipment of the said R. D. Shelly,  
described as follows, to wit: four horses named Black  
Dan, Black Darkey, Brown Dan and Jack: 1-3 $\frac{1}{2}$  wagon gear,  
1-3 $\frac{1}{4}$  wagon and bed, 1-3" wagon and dump bed, 1-2-ton  
camel back wagon, 1- $\frac{3}{4}$  ton Camel back wagon, 1-2-seat  
hack, 1 Pole Buggy 1 wood saw, 1 wood saw belt, 1 Black  
rubber hose, 1 extra saw, 1 set Heavy Double harness, 1 set  
Yankee double harness, 1 set heavy hack harness, 1 set  
single harness, 2 collars, 1 saddle, 1 Riding Bridle, 1  
saddle blanket, 1 Rob sled, 1 pair lead bars, 1  
wagon jack, 2 chains, 4 halters, 1 set Built chain  
harness, 2 Push Brooms, 2 pitch forks, 1 scoop shovel,