

this agreement shall utterly cease and terminate and the premises aforesaid shall revert to and re-vest in said parties of the first part without any declaration of forfeiture or act of re-entry or without any right of second party of reclamation or compensation for money paid or improvements made as fully as if this agreement had never been made. Signed in duplicate by said parties of the first part and second part the day and year first above written.

Witnesses: Edith Hamilton  
Florence Weldon

Maggie E. Hamilton  
E.C. Hamilton  
A.D. Davidson

Filed for record by A.D. Davidson on Aug. 1st 1912 at 3.15 P.M.

A. Fleischhauer

Co. Auditor

1.05V

Lindis to Sherman

I promise to pay to the order of Sherman Brothers of Houton Ore the sum of twelve hundred dollars as follow: Four hundred dollars (\$400.00) on or before sixty days from date; four hundred dollars on or before four months from date and four hundred dollars on or before six months from date with interest on all deferred payments at the rate of eight per cent per annum until paid, said inters. to become due and payable as each of the said sums become due and payable. This note is given for the purchase of one 9x10 second hand Tacoma Road Engine with 54 inch boiler approximately 1700 feet of 1 1/2 inch main line, approximately 3400 feet 3/8 inch line, four trip line blocks one button chain hook one head block one yarding block several chokers and yarding lines. Receipt of which engine equipment and goods is hereby acknowledged. The Purchase price of said engine equipment and goods is eighteen hundred dollars on which I have this day paid six hundred dollars in cash. I agree that I will keep the said engine equipment and goods in good order and that the same shall not be removed from Skamania County Washington without the written consent of said Sherman Bros. And it is understood and agreed that the said engine equipments and goods so entrusted to me are the property of said Sherman Bros and the legal title thereto is in the said Sherman Bros and shall remain in them until they shall make bill of sale and transfer of the same to me after all payments aforesaid shall have been fully made, and that I have no right to dispose of or encumber the said engine equipment and goods until I have received said Bill of Sale. I also agree that if I fail to make any of said payments when due or fail to perform any of the conditions herein or if said engine equipment and goods or any part thereof be attached or levied upon or should I refuse to accept delivery of or return said engine equipment and goods, all of the said sum of \$1200.00 and interest shall in any of said cases at the option of said Sherman Bros immediately become due and payable, and said Sherman Bros may enforce payment of the entire sum then unpaid and interest thereon and may if they or their agent may so select, rescind this note and take possession of said engine equipment and goods without legal process and for that purpose may enter any premises where the same may be, all damages for entry being hereby expressly waived, and all money paid by me on account of this note shall, in the event of said engine equipment and goods being repossessed by said Sherman Bros, their agents or assigns, be considered as rent for the use of said engine equipment and goods for the time same were in my possession. I also agree and covenant to pay all taxes

assessments and liens of every kind which by law become due and payable on said engine equipment and goods; also all taxes which may be levied or imposed on this note, and at my own expense keep insured against loss of fire or otherwise for the full insurable value, the said engine equipment and goods during the existence of this debt in a reliable insurance company, with loss if any under said insurance payable to said Sherman Brothers and to deliver the policy or policies and renewals thereof to said Sherman Brothers; and if I fail to pay said taxes assessments or insurance as herein provided to be done, the said Sherman Brothers shall have the option to pay the same and payments so made shall be added to and become a part of the amount due hereon. I further covenant and agree that said engine equipment and goods are held by me at my risk. That this note shall be due and payable as above provided notwithstanding the loss or destruction of said engine equipment and goods in any manner and that such loss or destruction shall be no defense to any action on this note. In all matter herein mentioned time is declared to be of the essence of this contract.

It is also agreed and understood that I am to accept possession of said engine equipment and goods herein mentioned F.O.B. Houlton Ore. In case this note or any portion thereof is placed in the hands of any attorney for collection or in case action is instituted to collect the same or any part thereof I agree to pay such additional sum as may be necessary and reasonable to pay the expenses of said collection and a reasonable attorneys fee for instituting such action.

In Witness Whereof I have hereunto set my hand to this note this 26th day of June 1912

Witnesses by James Cole

Theo Lindis

M. Kennedy

State of Oregon

County of Multnomah, ss Be it Remembered that on this 26th day of June 1912 before me the undersigned a Notary public in and for said County and State personally appeared the within named Theodore Lindis who is known to me to be the individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily. In Testimony Whereof I have hereunto set my hand and notarial seal the day and year last above written.

James Cole

(Notarial Seal)

Notary Public for Oregon

Filed for record by Sherman Bros on Aug. 22nd 1912 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

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