

## FINN TO FOSTER.

THIS AGREEMENT, made and entered into this 14 day of December A.D.1912,  
Between D.J.Finn, of Portland, Oregon the first party, and I.I.Foster, of  
Stevenson, Washington, the second party, witnesseth,

WHEREAS, said first party has this day delivered to said second party certain personal  
property to which he is the owner, and which is of the agreed value of Seventeen Hun-  
dred Dollars (\$1700.00) described as follows, to-wit: one 9.1/2 X 10. Donkey engine  
with 48.X 102. boiler Donkey made by the Pioneer iron works of Olympia, Washington,  
all main and trip line line on said Donkey and side and yarding blocks to be found  
around the mill or Donkey

NOW, THEREFORE, said Donkey is delivered upon the following conditions, to-wit:

1. That the title thereto shall remain in said first party until the full value thereof  
has been paid by said second part in accordance with the terms of nine (9) promissory  
notes of even date herewith, executed by said second party to said first party, bearing  
interest at the rate of 6 per cent per annum, payable as follows: Jan.15, 1913. \$200.00  
Mar.15-1913. \$200.00, May 15 1913. \$200.00, July 15 1913. \$200.00, Aug.15 1913.\$100.00,  
Sept. 15-1913 \$150.00 Oct.15-1913. \$150.00, Nov 15-1913 \$100.00, Dec.15 1913.\$100.00,  
\$300.00, paid on delivery of said Donkey engine.
2. that on payment of said notes principal and interest, title to said Donkey shall  
pass to said second party.
3. that said Donkey engine shall be kept in Skamania County, Washington. that the same  
shall be so placed on any real premises that it shall not become a part thereof, but  
shall continue to remain personal property.
5. Second party to pay all taxes on said Donkey engine, after date and keep same free  
from all incumbrances,
6. That said Donkey may be removed by said first party, at any time, on failure of  
said second party to comply with all of the conditions hereof.
7. That this agreement shall have the force and effect of a mortgage.
8. THAT if said first party shall remove said Donkey, this agreement shall become null  
and void and first party may retain all moneys paid to him, as rental and liquidated  
damages. and Second party covenant and agree with said first party that he will faith-  
fully keep and perform all of the conditions above set forth; and in case of failure  
to so keep and perform the same and each thereof, it will surrender immediate possession  
of said Donkey engine to said first party.
9. In case of suit or action regarding said Donkey engine, said second party agree to  
pay plaintiff such additional sum as attorney's fees as the Court may adjudge reasonable  
in such suit or action.

IN WITNESS WHEREOF, said partys have hereto set their hands and seals, the date  
herein written;

Witnesses:

John Ogilbee  
G.E. Linn

D.J. Finn (Seal)

I.I. Foster (Seal)

State of Oregon

County of Multnamah.

} ss

This Certifies that on the 14th day of December 1912, be-  
fore me, the undersigned, a Notary Public in and for the said County and State, there

personally appeared the within named D.J. Finn and I.I. Foster, who are well known to me to be the identical persons described in and who executed the foregoing instrument of writing and they each acknowledged to me that they executed the same.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

John Ogilbee

(Notarial seal)

Notary Public for Oregon.

Filed for record by D.J. Finn on Dec. 17, 1912 at 8:30 A.M.

A. Fleischhauer,

Co. Auditor.

### Cook's Investment Co. to Dehart

This Agreement made and entered into this 1st day of July 1912 by and between Cook's Investment Company a corporation organized and existing under and by virtue of the laws of the State of Washington hereinafter called the party of the first part and F.W. Dehart hereinafter called the party of the second part Witnesseth: That whereas the party of the first part has bought from the party of the second part the following described property to-wit:

Southwest quarter of the Southwest quarter of section fourteen, Northwest quarter of the Northeast quarter of section ten, Southwest quarter of the northeast quarter of section nine, East half of the Northwest quarter of section nine, northwest quarter of the northwest quarter of section nine, Southeast quarter of Northeast quarter of section nine North half of the southeast quarter of section nine northwest quarter of southwest quarter of Section ten all in Township three north of Range nine East of Willamette Meridian in Skamania County Washington or 400 acres at \$45.00 per acre total amount \$18,000.00 and having made payment of \$7,000.00 and a further payment this date of \$1000.00 for which this is a receipt, agrees to pay the balance as follows:

\$1000.00 September 1st 1912, \$1000.00 November 1st 1912, \$1000.00 January 1st 1913 and \$500.00 March 1st 1913 (no interest). Said payments to be made not later than the 10th day of each month above mentioned and if said payments are not made as above mentioned party of the first part hereby agrees to forfeit same and not to claim any equity in the above described property thereafter. Party of the second part agrees that upon the payment of the said sums or at any time before March 1st 1913 should the above payments be made, title by warranty Deed for the above described property free and clear of all incumbrances is to be given by party of the second part to the party of the first part and at that time party of the first part is to give a mortgage for the balance or \$6500.00 on 320 acres of the following described property to-wit:

Southwest quarter of Northeast quarter of section nine; East half of northwest quarter of section nine; Northwest quarter of Northwest quarter of section nine; Southeast quarter of Northeast quarter of section nine; North half of southeast quarter of section nine; Northwest quarter of southwest quarter of section ten all in Township 3 North of Range 9 East of Willamette Meridian, County of Skamania State of Washington. Said Mortgage to be payable on or before three years from date with interest at seven

Approved Jan 8 1913  
E. Willard