

southerly along the East side of the said Fields tract to an intersection with the meander line of the North Bank of the Columbia River, thence following said meander line up stream to the place of beginning, containing 35 acres more or less, all in Section 1 Township 2 North of Range 7 East of the W.M. in Skamania County, Washington. The party of the first part also agrees to convey at the time the deed is made an easement for a right of way for a road across its land on the North side of the S.P.&S. R.R. to State Highway #8. The conditions of this agreement are as follows, to wit: The party of the second part, is to pay \$100. upon execution of this contract, the balance of \$600.00, is to be paid, \$100.00 each year beginning one year from date of this contract. All deferred payments to bear interest at the rate of 7% per annum said interest to be paid annually.

Provided that party of the second part may pay any additional sum above said \$100.00 at any time.

Upon payment of one half of purchase price the party of the second part may ask for and receive a deed to the premises and give a mortgage for the balance of the purchase price thereof.

It is understood and agreed that the party of the second part is to pay all taxes and or assessments levied against said land.

Interlaken Resort Co.

Attest: Chas. B. Sears, Secy.

By J. R. Harvey, Vice Pres.
Party of the first part.

(Corporate seal of Interlaken)
(Resort Co.)

J. R. Alfred Hendricks,
Party of the second part.

Filed for record by Alfred Hendricks May, 20, 1916, at 11-30 A.M.

Chas. B. Sears

County Auditor.

F.B.MALLORY CO. TO WESTERN PACIFIC LOGGING & LBR.CO.

KNOW ALL MEN BY THESE PRESENTS: That F.B.Mallory Co. a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, having its principal place of business at Portland, Oregon, a vendor, has this day delivered to Western Pacific Logging & Lumber Co., now residing at Portland, in Multnomah County, State of Oregon, as vendee, the personal property hereinafter described, under contract of conditional sale, the terms and conditions of which 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 sum hereinafter mentioned as the contract price, together with all other sums which may, prior to the payment in full of said

contract price, become due to said vendor, whether evidenced by note, book account or otherwise, and together with such sums as may be adjudged reasonable as an attorney's fee in case suit or action is instituted for the collection of any of the aforesaid sums, notes or book accounts, which said sum as attorney's fees the vendee agree to pay in case of suit or action.

2. The contract price for the personal property hereinafter described is the sum of \$1500.00 Fifteen Hundred and 00/100 \$ Dollars, which the vendee herein agrees to pay as follows:

\$500.00 Five Hundred and 00/100 Dollars, in CASH receipt of which is hereby acknowledged.

\$500.00 Five Hundred and 00/100 Dollars on August 15th, 1916.

\$500.00 Five Hundred and 00/100 Dollars on November 5th, 1916.

together with interest on the deferred payments at the rate of seven per cent (7%) per annum from date.

3. Upon full payment of the aforesaid contract price at the time and in the manner herein specified, and upon full payment of all sums then due to the said vendor from the said vendee upon any note, book account, or otherwise, the title to said property shall vest in said vendee.

4. Said property and every part thereof at all times while out of the possession of the said vendor shall be at the risk of the said vendee and all loss or damage of said property or any part thereof, as well as all injuries or accidents occurring by the use of said property, including all loss, injuries or accidents occurring by reason of what is termed "acts of God", shall be borne by said vendee and no such loss or damage shall operate to extinguish or diminish any liability for the payment of any sum or sums hereinabove mentioned. And said vendee further agrees to keep said property insured, and if not insured, the vendor may insure it at the vendee's expense in a sufficient amount in favor of said vendor to cover its interest in said property, the cost of said insurance to be a part of the payment to be made by the vendee before the passing of title.

5. That said vendee shall at all times while said property is in the possession of said vendee have the right to use the same for all uses and purposes for which said property is designed, it being understood however, that the said property is to be used at or near Hamilton Creek in the County of Skamania State of Washington, and that the said vendee shall not transfer this right to others or remove the said property from the foresaid location without the written consent of the vendor.

6. In case the said vendee fails to make the payments hereinbefore provided when the same become due and payable or shall violate any of the other terms and conditions of this agreement which are to be performed by said vendee, the said vendee shall upon request from the vendor, at any time before the vesting of title in said vendee, return said property to the vendor

herein at Portland, Oregon and in case of failure to voluntarily return the same upon such notice, the vendor herein may thereupon enter upon any premises where the said property may be situated and take possession of the same by virtue of this agreement and without any other process of law. And, upon the vendor so taking possession of the said property, whether the same shall have been voluntarily surrendered to the vendor or whether the vendor shall have forcibly taken possession of the same or otherwise acquired possession of the same, such return to the vendor and such possession by the vendor shall not extinguish or alter the liability of said vendee for the payment of any of the sums, notes, or book accounts covered by this agreement but the said vendor may thereupon, if it so elects, declare this contract cancelled and the personal property herein mentioned, together with all sums heretofore paid to the said vendor by the said vendee, to be forfeited by said vendee to the said vendor, to be considered as liquidated damages for the rent and use of said property; provided however, that the said vendor shall have the privilege of so taking possession of the said personal property without extinguishing the liability of the vendee herein for the full payment of all sums hereinbefore provided, upon the following conditions: If the vendor wishes to hold the vendee liable for the balance due upon all sums hereinbefore provided, it shall, after taking possession of said personal property, notify the vendee of its intention so to do, and also notify said vendee of the valuation which is fixed upon the personal property so taken possession of by it, which amount shall be applied upon the indebtedness of the said vendee and the vendee may thereupon at any time within ten days from the receiving of said notice so fixing said valuation, retake the said property from the vendor herein by paying the amount so fixed by the vendor herein as the valuation upon the property thus returned to the vendor, together with any costs and expenses which the vendor may have incurred in procuring the possession of the said property.

The property covered by this agreement is described as follows, to-wit:
One 9 1/4 X 12 Second Hand Logging Engine and Boiler manufactured by the Puget Sound Iron & Steel Works of Tacoma, Washington, on sled.

IN WITNESS WHEREOF, the said vendor has caused this instrument to be executed in duplicate by its duly authorized officer and to be sealed with its corporate seal, and the said vendee has executed this instrument in duplicate, all on this, the 15th day of May, 1916. 1916.

Witnesses:

M.A. Kelhher.
K.Brandes,

F.B.Mallory Co.,
By F.B.Mallory.

Western Pacific Logging & Lumber Co.,
By G.F.Clerin President.

Filed for record by F.B.Mallory Co. on May 23, 1916, at 9 A.M.

Chas. H. Nellor
County Auditor.

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