

and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Matt Clark.
Notary Public for Oregon.
My commission expires Oct. 7, 1919.

Filed for record by Hood Land Company on Jan. 13, 1917, at 16-30 A.M.

Chas. H. Nelson
County Auditor.

S. BIRKENWALD CO. TO SMITH.

IT IS HEREBY MUTUALLY AGREED by and between S. Birkenwald Co., of Portland, Oregon, parties of the first part, and W. J. Smith and party of the second part, as follows. That the parties of the first part hereby bail to the party of the second part for his use according to the terms hereinafter stated for the period of five months the following articles to-wit:

1-8x6x10 Daisy Dry Air Cooler.

And that the party of the second part shall have the possession of and the right to use the aforesaid articles for the aforesaid period, subject to the terms and conditions of this agreement hereinafter set forth, ~~(and shall pay for the use of said articles for the aforesaid period, subject to the terms and conditions of this agreement hereinafter set forth)~~ and shall pay for the use of said articles the sum of one hundred fifty & 00/100 Dollars, in the manner following \$30.00 in 30 days \$30.00 in 60 days, \$30.00 in 90 days \$30.00 in 4 months \$30.00 in 5 months according to the terms of (5) five notes, bearing even date herewith.

IT IS FURTHER AGREED that the title of the above described articles is not to be transferred to the party of the second part but is to remain in the parties of the first part during the period of this bailment; that the aforesaid articles shall be kept by the party of the second part at Stevenson, Wash. and are not to be removed therefrom without the written consent of the parties of the first part; that the party of the second part shall keep the property aforesaid insured in insurance companies to be selected by the parties of the first part, in a sum not less than one hundred fifty & 00/100 Dollars, in the name of the parties of the first part, and to deliver the poli. or policies of insurance to them; that the party of the second part shall not attach the said articles to the real estate of the premises on which said articles are placed or kept; that if the party of the second part shall fail to make any of the aforesaid payments promptly on the day due, or shall violate any of the terms of this agreement, the parties of the first part shall have the right at their option, without notice, to terminate this bailment and to enter on the premises of the party of the

second part and remove the aforesaid articles wheresoever they may be and repossess themselves thereof without further authorization, and to demand and collect such part of the aforesaid sum of One hundred fifty \$ 00/100 dollars, as shall be then ^{paid} ~~any~~ ^{the} rights or remedies given to the parties of the first part shall not unpaid, as liquidated damages; that the waiver ^{or} diminish any other of their rights or remedies and that the waiver of any remedy of the parties of the first part for any single breach of this agreement shall not in any way waive or diminish any rights or remedies for any other breach or violation of this agreement, and that the aforesaid right of the parties of the first part to terminate this bailment and to enter and take possession of the aforesaid articles shall be in addition to and cumulative of any and all legal remedies of the parties of the first part for the breach of this agreement, or any part thereof; and that if the said party of the second part shall promptly pay the said sums aforesaid for the use of the aforesaid articles and shall fulfil all the terms and conditions of this agreement, then at the end of said period of bailment the parties of the first part shall sell to the party of the second part and the party of the second part shall buy of them the aforesaid articles for the sum of one dollar. Time is the essence of this contract and of every part thereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 19th day of Jan. 1917.

In presence of:
Kenneth Morrison.
Edwin W. Koch.

S. Birkenwald Co.
Portland, Oregon.
By W. C. Bennett.
W. J. Smith. (SEAL)

Filed for record by S. Berkenwald Co. on Jan. 25th, 1917, at 9-30 A.M.

Chas. H. Keller
County Auditor.

PORTLAND MACHINERY CO. to MINERAL SPRINGS HOTEL.

THIS AGREEMENT, Executed in triplicate this 13th day of February 1917 between THE PORTLAND MACHINERY CO. of Portland, Oregon, first party, and MINERAL SPRINGS HOTEL CO. of Camas, Wash. second party.

WITNESSETH: That the first party will deliver to the second party, free on board cars, subject hereunto, and upon the full performance hereof, will sell and transfer to the second party, the following personal property (hereinafter called "the property"), namely:

1-4x4 Deming Triplex Pump, second hand, with 22 x 8 cast pulley.

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