

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

first obtained will be considered a breach of this contract and fender due and collectible all deferred payments herein, and first party may take immediate possession of said "property" as upon breach of said condition.

The second party will purchase the property and pay therefor Two Hundred and no/100 (\$200.00) dollars, as follows: \$100.00 cash with order; \$ cash on delivery; \$100.00.- April 12th.

Deferred payments shall bear interest at 8 percent per annum, until paid, and are evidenced by promissory notes executed herewith, but in no event shall said notes be considered as payments until actually paid in cash. Time is of the essence of this contract.

In case of default, the unpaid purchase price shall thereupon at the first party's option become immediately due and collectible. In case the second party owes any unsecured indebtedness, and the personal property hereinabove described need not be sold and transferred so long as any such unsecured debt remains paid.

The first party will make every effort to deliver promptly and to have the "property" free from defects, and to replace parts shown within thirty days to have been defective at the time of shipment; but is not in any case to be responsible for loss arising from unavoidable delay or accidental defects in the "property".

In case of shortage or defects notice thereof in writing shall be given by the party of the second part to the party of the first part within two days after the "property" has been received by the party of the second part, that the party of the first part may make good to the party of second part such shortage or defect. No claim for material or work done by the second party will be allowed, the first party reserving the right to furnish all such necessary material or work.

Any loss or damage to the "property" shall be borne by the second party, and until it is sold and transferred hereunder the second party shall keep the same insured against fire in standard companies, to the extent of the first party's claim hereunder, loss, if any, payable to the first party; the policies of insurance to be forthwith delivered to the first party.

Retention of the "property" for thirty days after receipt of same by party of second part shall constitute an acceptance thereof.

Title to the property shall continue to vest in the first party until fully paid for as above provided. In case of default the first party or its agents may retake the property without process of law, remove the same from any real-estate to which it may be affixed, sell the same and apply the proceeds on said notes as a credit thereon, and may recover any deficiency that may be due on same.

It is further understood and agreed that the writing and printing in this contract contains the full and entire agreement between the parties hereto. This agreement shall extend to and be binding upon the executors, administrators and assigns of the parties herein.

Executed in triplicate at Portland the day and year above written.

THE PORTLAND MACHINERY CO.,

By T. H. Comerford

Mineral Springs Hotel Co.,

per M. A. Elwood Secy. and Treas.

Filed for record by Portland Machinery Co. Feb. 20, 1917 at 4:30 P.M.

Shas. H. Nelson

WALLACE ET AL to PETERS ET AL.

THIS AGREEMENT, made and entered into at Portland, Oregon, this 31st day of October, A.D. 1916, by and between W.A.G. Wallace and Mrs. W.H.A. Wallace, husband and wife, G.A. Huntley and wife hereinafter designated the parties of the first part and Otto Peters and Gus Barks hereinafter designated parties of the second part,

WITNESSETH:

THAT WHEREAS it is the desire of the parties of the second part to lease and rent from the parties of the first part that certain track of land located near Prindle, Washington, for a period of one year beginning November 1, 1916, and ending November 1, 1917, with the option of buying said real property at a sum hereinafter specified at the expiration of said lease, and;

WHEREAS it is the desire of the parties of the first part to lease and let unto the parties of the second part the hereinafter described property, with the option of purchasing the same.

NOW THEREFORE it is agreed by and between the parties to this contract for and in consideration of the covenants to be hereinafter performed and the money to be hereinafter paid that the parties of the first part will and do hereby lease and let unto the parties of the second part for a period of one year the following described track of land located at or near the Town of Prindle, Washington, and more particularly described as follows:

Lots 3 and 4 and the S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ and S. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ Sec. 31 & 2 R. 6 E.W.M. Skamania, Co. Wash.

It is understood and agreed that the parties of the second part shall pay as rent for the said premises the sum of Ten (\$10) Dollars per month beginning November 1, 1916, said Ten (\$10) Dollars to be paid on or before the 10th of each and every month thereafter during the term of this lease, and;

It is further understood and agreed that the parties of the second part are to make certain improvements upon the said premises as follows: First, the parties of the second part are to furnish work and material in repairing the said building upon the said premises to the extent of One Hundred (\$100) Dollars; second, the parties of the second part are to spray and trim the said orchard upon the said premises and, third, the parties of the second part are to make all necessary repairs upon the fences enclosing the said property.

It is further understood and agreed by the parties herein that in case the parties of the second part keep and perform all the covenants and agreements herein

Consignments recorded book 2 Page 443
Eddy R. Mitchell Auditor
with a. Mitchell 11/10/16

10/31/16
Consignments recorded book 2 Page 31, Aug 24 - 1916
with a. Mitchell 11/10/16