

A.L. CLIFT to J.E. PROHASKY

THIS IS TO CERTIFY That A.L.Clift of Washouga, Washington, vendor, and J.E. Prohasky, of Portland, Oregon, vendee, have entered into a contract for sale of the following described personal property, to-wit: One (1) Willamette 9½ by 11 Donkey Engine in good running order Number 105 and about 3800 feet of 9/16 inch line, and about 1500 feet of 1½ inch line, to be operated in the State of Washington.

This list is being incorporated herein and made a part of this agreement subject to the following terms and conditions, to-wit:

(1) A.L. Clift of Washougal, Washington, agrees to sell and transfer the above described property to the vendee upon the full performance by vendee of the terms and conditions of this agreement; vendee shall have possession of said property from the date of this agreement, except as hereinafter provided; but the legal title to said property shall remain in A.L.Clift until vendee shall fully perform the terms and conditions of this agreement, and shall receive from A.L.Clift his written receipt in full. Vendee agrees to make a payment of One Thousand Dollars (\$1000.00) on this date, and the balance of One Thousand Dollars (\$1000.00) as follows: Two Hundred and fifty dollars (\$250.00) in three months from date, Two Hundred and Fifty Dollars (\$250.00) in six months from date and five Hundred Dollars (\$500.00) in one year from date with interest at the rate of six per cent per annum on all payments from date until paid, total price Two Thousand Dollars (\$2000.00).

(2) Vendee agrees not to sell or attempt to sell or dispose of said chattels or of any interest therein, or to mortgage, or attempt to mortgage, or incur them in any way, nor to remove them, nor any portion of them from the State of Washington, where it is used or operated by vendee, without a written consent of vendor.

(3) Should vendee fail to make any of the payments as specified, or sell, or attempt to sell, or dispose of any of said chattels, or any interest therein, or mortgage or incur them in any way, or should any of said property be attached or levied upon, or removed, or attempted to be removed from said premises without the written consent of A.L.Clift. Then the entire balance of the contract shall become due and payable immediately, at the option of A.L.Clift, and vendee agrees forthwith to surrender and return said property to A.L.Clift in as good condition as when received, ordinary wear by careful usage excepted. And should said A.L.Clift from just cause deem himself insecure, may take possession of said property, or any part thereof and hold same until the term of this agreement shall be fully complied with by vendee. And in any of the cases mentioned in this third section, it shall be lawful for A.L.Clift, or his agent, or agents, to enter any place where said property, or any part thereof, may be found and take immediate possession thereof, and vendee hereby gives vendor license to enter said premises for said purpose, and waives and releases any and all damage of said entry. And in any of the cases mentioned in this third section, the said surrender or taking possession of the said property shall in no way alter the liability of the vendee herein to perform the terms of this agreement.

(4) In case of default of vendee to perform the terms of this agreement, all moneys heretofore paid to A.L.Clift under this agreement shall be forfeited to and

retained by A.L.Clift as rental for the use of said property and as liquidated damages for the non-performance of this agreement, and vendee hereby releases all the claims to recover said money, damages to or destruction of said property by fire or any other cause shall not discharge vendee from making the payments hereinbefore provided. Should any action or proceedings be instituted by A.L.Clift under this agreement, vendee agrees to pay a reasonable attorneys fee in addition to the costs and disbursements in said action or proceedings.

(5) Time is hereby made the essence of this agreement.

(6) It is mutually understood and agreed by and between the parties hereto that the said above described property shall be delivered f.o.b. car at Washougal, Washington.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 1st day of October, 1917. All payments to be made to the Clark County Bank at Washougal, Washington.

Witnesses:

T.S.Keep }  
W.E.Greenman } as to A.L.Clift

A. L. Clift

W. Hosea Wood }  
Charles Houck } as to J.C.P.

J.C. Prohaska

Filed for record by A.L.Clift on Oct.30, 1917 at 4:30 P.M.

*Chas. H. Keller*  
County Auditor.