

THE PORTLAND MACHINERY CO. to W.H.HICKS LUMBER CO.

THIS AGREEMENT, Executed in triplicate this 8th day of March, 1918, between THE PORTLAND MACHINERY CO. of Portland, Oregon, first party, and W.H. Hicks Lumber Co., of Underwood Wash, second party. WITNESSETH, That the said first party will deliver to the second party, free on board cars, subject hereto, and upon the full performance hereof, will sell and transfer to the second party, the following personal property (hereinafter called "the Property") Namely.

- 1--54" x 14" Frost second hand Tubular Boiler Complete.
- 1--48 x 12 Ames second hand Tubular Boiler Complete.
- 1-- American Junior 3-saw Edger complete 3--16" IT. Saws.
- 1--30" second hand Blower.

This property is 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 the 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 render 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 Twelve Hundred and Forty &no/100 (\$1240.00) Dollars, as follows;

\$500.00 cash with order.

\$370.00 May 8th, 1918.

\$370.00 July 8th, 1918.

Deferred payments shall bear interest at 8 per cent 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 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 debt to the first part, payments by the second party may be applied by the first party upon such unsecured indebtedness, and the personal property hereinabove described need not be sold and transferred so long as any such unsecured debt remains unpaid.

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 the 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 shortages or defects notice thereof in writing shall be given by the party of the second part of the first part within ten 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 the second part such shortage or defect. No claim for material or work done by 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 parties claim hereunder, loss, if any ~~there~~ 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 the second part shall constitute and 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 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, OREGON, the day and year above written.

THE PORTLAND, MACHINERY CO.

W.H. Hicks, Lumber Co.

By. W.H. Comesford.

by M.D. Hicks.

Filed for record March, 21, 1918, by Portland, Machinery Co., at 9:30 A.M.

*Chas. H. Miller*  
County Auditor.

STEVENSON to THE PUBLIC.

OFFICE OF THE AUDITOR OF SKAMANIA COUNTY, W.F.

Cascades, Dec. 11th, 1885.

304  
This is to certify that in consequence of a Statement received from one John Solovich who claims the land through which Gunther Road is Surveyed and not before allowed on account of damages. Being liable to be Claimed by said John Solovich at Commissioners Court at then last regular term ordered that when H. Gunther satisfied the County Auditor that the damages were Paid or Settled that said Auditor should allow said Gunther Road now therefore I do hereby declare said Road allowed. in witness whereof I have hereunto set my hand and affixed the seal of Commissioners Court the day and year first above written.

G.H. Stevenson, Auditor.  
By F. E. Levens, Deputy.

Auditors Seal.

364  
Filed for record. April, 1, 1918, by Lillie Miller.

County Auditor.

TAVELLI (ROAD SUPERVISOR.) to THE PUBLIC.

THIS IS TO CERTIFY, that I, M. Tavelli, Road Supervisor in Road District No. 1 of Skamania County, W., Have, at various times during my terms of service as Road Supervisor in this County, done work or had work done at the Road District's expense, on the Gunther Road Dated at Cape Horn, W. March, 23, 1918.

M. Tavelli, Road Supervisor in Road Dist. No. 1 of  
Skamania County, W.

Filed for record April 1, 1918, by Lillie Miller

*Chas. H. Miller*  
County Auditor.