

PERSONALLY KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

JOHN D. CURRIE
NOTARY PUBLIC, RESIDING AT CAMAS,
WASHINGTON.

FILED FOR RECORD MAY 13, 1920, AT 11 A.M. BY MARY E. EVANS.

Reddy P. Mitchell
COUNTY AUDITOR.

WILLIAM H. HUGHSON COMPANY TO A. P. GORDON

LEASE

THIS LEASE, EXECUTED IN DUPLICATE THIS 20 DAY OF JUNE, 1920, BETWEEN WILLIAM L. HUGHSON COMPANY AS LESSOR, AND A. P. GORDON AS LESSEE, WITNESSETH:

THAT THE LESSOR LETS AND LEASES AND THE LESSEE LEASES AND HIRES ONE TWO TON MODEL U E FEDERAL CAPACITY MOTOR NUMBER 19983 FACTORY NUMBER.. FOR THE PERIOD OF 10 MONTHS, FOR THE TOTAL RENTAL OF DOLLARS (\$3210.00), PAYABLE AS FOLLOWS: CASH:...DOLLARS (\$1610.00) UPON THE DATE HEREOF AS CONSIDERATION FOR THE DELIVERY OF SAID PROPERTY, AND

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| 1. \$160.00 ON JUL 2, 1920 | 7. \$160.00 ON JAN 2, 1921 |
| 2. \$160.00 ON AUG 2, 1920 | 8. \$160.00 ON FEB 2, 1921 |
| 3. \$160.00 ON SEP 2, 1920 | 9. \$160.00 ON MAR 2, 1921 |
| 4. \$160.00 ON OCT 2, 1920 | 10. \$160.00 ON APR 2, 1921 |
| 5. \$160.00 ON NOV 2, 1920 | |
| 6. \$160.00 ON DEC 2, 1920 | |

UPON THE CONDITIONS HEREIN SET FORTH.

THE LESSOR HEREBY DELIVERS TO THE LESSEE POSSESSION OF SAID PROPERTY IMMEDIATELY UPON THE PAYMENT OF THE FIRST INSTALLMENT, AND THE LESSEE MAY RETAIN POSSESSION THEREOF SO LONG AS HE PERFORMS THE CONDITIONS HEREIN SET FORTH, BUT THE LESSOR RETAINS LEGAL TITLE.

THE LESSEE AGREES THAT:-

- (1) HE HAS RECEIVED THE SAID PROPERTY IN GOOD ORDER AND CONDITION.
- (2) HE WILL KEEP AND MAINTAIN SAID PROPERTY IN THE CONDITION IN WHICH RECEIVED, ORDINARY WEAR AND TEAR EXCEPTED, AND WILL AT HIS OWN EXPENSE MAKE ALL NECESSARY REPAIRS AND REPLACEMENTS TO SO MAINTAIN IT.
- (3) HE WILL PAY ALL REPAIRS, REPLACEMENTS AND IMPROVEMENTS MADE TO OR PUT UPON SAID PROPERTY AND FULLY DISCHARGE ANY LIEN OR CLAIM WHICH MAY ATTACH THERETO.
- (4) THE LESSOR MAY AT ITS OPTION PAY ANY AND ALL CLAIMS, LIENS, TAXES,

ASSESSMENTS OR OTHER OBLIGATIONS WHICH MAY ATTACH TO THE SAID CAR, AND THE LESSEE SHALL REPAY THE SAME WITH THE NEXT INSTALLMENT OF RENT, AND UPON FAILURE TO DO SO SAID PAYMENT SHALL BE ADDED TO THE UNPAID BALANCE OF RENT AND BEAR A LIKE RATE OF INTEREST.

(5) ALL ADDITIONS, ACCESSORIES, IMPROVEMENTS OR REPAIRS PUT UPON THE SAID PROPERTY SHALL BE AND REMAIN A PORTION THEREOF.

(6) HE WILL PAY ALL TAXES AND ASSESSMENTS LEVIED ON THE SAID PROPERTY.

(7) THE LESSOR MAY INSURE SAID PROPERTY IN ITS OWN NAME IN SUCH AMOUNT AS IT MAY SEE FIT AGAINST FIRE, THEFT, EMBEZZLEMENT AND COLLISION, AND THE LESSEE WILL REPAY IN ADDITION TO AND TOGETHER WITH THE FIRST INSTALLMENT-OR IF NOT PAID WITH THE FIRST INSTALLMENT, WITH THE CONSENT OF THE LESSOR, THEREAFTER UPON NOTICE- THE AMOUNT OF PREMIUMS ON SUCH INSURANCE.

(8) HE WILL PAY UNTO THE LESSOR WITH EACH INSTALLMENT OF RENT ABOVE PROVIDED INTEREST AT THE RATE OF EIGHT (8) PER CENT PER ANNUM ON ALL UNPAID INSTALLMENTS.

(9) HE WILL REPAY TO THE LESSOR THE AMOUNT OF ANY JUDGMENT RENDERED OR PAID BY THE LESSOR BY REASON OF DAMAGE TO ANY PERSON OR PROPERTY CAUSED BY SAID PROPERTY, INCLUDING COSTS AND ATTORNEY'S FEES INCURRED IN THE DEFENCE THEREOF.

(10) THE TOTAL OR PARTIAL LOSS OR DESTRUCTION OF THE SAID PROPERTY OR DAMAGE THERETO SHALL NOT AFFECT THE CONDITIONS OF THIS LEASE OR THE OBLIGATION OF THE LESSEE TO PERFORM THE SAME OR TO MAKE ANY PAYMENTS PROVIDED HEREIN.

(11) HE WILL NOT PART WITH THE POSSESSION, OR SELL, ASSIGN OR ENCUMBER THIS LEASE, OR ANY PART, INTEREST OR TITLE THEREUNDER.

(12) THAT HE WILL NOT SELL, MORTGAGE OR ENCUMBER SAID PROPERTY OR REMOVE OR PERMIT TO BE REMOVED FROM THE STATE OF OREGON THE SAID PROPERTY, NOR USE OR PERMIT TO BE USED THE SAID PROPERTY FOR HIRE OR IN THE "JITNEY" OR RENT SERVICE BUSINESS WITHOUT THE CONSENT OF THE LESSOR FIRST HAD IN WRITING.

(13) HE WILL SUBMIT THE SAID PROPERTY AT ANY REASONABLE TIME FOR INSPECTION UPON THE REQUEST OF THE LESSOR AT ANY PLACE DESIGNATED BY THE LESSOR.

(14) HE WILL NOT PURCHASE, ACQUIRE OR LEASE ANY ACCESSORY, IMPROVEMENT OR ADDITION TO THE SAID CAR UNDER ANY CONDITIONAL SALE, LEASE CONTRACT OR OTHER AGREEMENT BY WHICH HE SHALL NOT RECEIVE THE FULL AND IMMEDIATE TITLE THERETO, AND PLACE THE SAME UPON THE SAID PROPERTY.

(15) UPON THE BREACH OF ANY OF THE CONDITIONS HEREIN ABOVE MENTIONED, OR UPON THE FAILURE TO PAY ANY INSTALLMENT OF RENT AS HEREIN ABOVE PROVIDED, OR IF SAID PROPERTY IS ATTACHED, SEIZED OR LEVIED UPON IN ANY ACTION OR PROCESS OR ANY COURT, JUDICIAL OR MINISTERIAL OFFICER, OR IN CASE THE LESSEE IS DECLARED A BANKRUPT OR SHALL FAIL FOR TWENTY-FOUR HOURS TO RELEASE SAID PROPERTY FROM ANY CLAIM OF LIEN BY ANY PERSON WHATSOEVER, THIS LEASE SHALL IP SO FACTO AND WITHOUT ANY NOTICE WHATSOEVER BECOME IMMEDIATELY TERMINATED AND ENDED.

(16) THE LESSOR MAY UPON THE HAPPENING OF ANY OF THE CONDITIONS HEREIN ABOVE PROVIDED, OR UPON THE BREACH OF ANY OF THE CONDITIONS HEREIN CONTAINED, WITH OR WITHOUT THE TERMINATION OF THIS LEASE AS HEREIN ABOVE PROVIDED, IMMEDIATELY TAKE POSSESSION OF SAID PROPERTY, TOGETHER WITH ALL IMPROVEMENTS, ACCESSORIES OR

ADDITIONS THERETO, AND WITHOUT LEGAL PROCESS, USING ALL NECESSARY FORCE SO TO DO, AND ALL PREVIOUS PAYMENTS MADE BY THE LESSEE SHALL BE APPLIED AS COMPENSATION FOR THE USE AND POSSESSION OF THE SAID PROPERTY, AND THE LESSEE WAIVES ANY ACTION OR CLAIM BY REASON OF SUCH REPOSSESSION AND RETENTION BY THE SAID LESSOR AND WAIVES ALL RIGHT TO THE MONEY SO PAID.

(17) UPON THE RETAKING OF POSSESSION BY THE LESSOR AS HERINABOVE PROVIDED, THE LESSEE SHALL NOT BE RELEASED FROM THE PAYMENT OF ANY FUTURE INSTALLMENTS OF RENT, BUT THE LESSOR MAY IMMEDIATELY DEMAND PAYMENT OF ALL UNPAID INSTALLMENTS AND TENDER SAID PROPERTY IN THE CONDITION RECEIVED BY IT, AND SUCH TENDER SHALL BE SUFFICIENT TO PLACE THE TITLE THERETO IN THE SAID LESSEE, SUBJECT TO THE PAYMENT ABOVE PROVIDED AND A VENDOR'S LIEN THEREON BY THE SAID LESSOR, BUT THE LESSOR SHALL BE UNDER NO OBLIGATION TO TENDER SAID PROPERTY BY ANYTHING HEREIN CONTAINED.

(18) ANY NOTES EXECUTED FOR THE PAYMENT OF ANY INSTALLMENT OF RENT OR ANY THING ELSE TO BE PAID BY THE LESSEE AS HEREIN PROVIDED SHALL BE EVIDENCE ONLY OF THE AMOUNT DUE AND NOT PAYMENT, AND THE LESSOR MAY PLEDGE, DISPOSE OF OR OTHERWISE DEAL WITH THE SAID NOTES WITHOUT AFFECTING THE CONDITIONS OF THIS CLAUSE OR THE TERMS OF THIS LEASE.

(19) SHOULD THE LESSOR RETAKE POSSESSION OF THE SAID PROPERTY WITH OR WITHOUT LEGAL OR JUDICIAL PROCESS, THE LESSEE WILL PAY ALL EXPENSES INCURRED BY THE LESSOR IN SO DOING, INCLUDING A REASONABLE ATTORNEY'S FEE.

(20) THE LESSOR MAY SELL, ASSIGN, OR HYPOTHECATE THIS LEASE OR ITS INTEREST IN SAID PROPERTY AND RESUME ITS RIGHTS THEREIN OR ANY INTEREST IN SAID PROPERTY WITHOUT IN ANY WAY AFFECTING THE RIGHTS OR OBLIGATIONS OF THE LESSEE.

(21) THE LESSOR MAY AT ITS OPTION APPLY ANY PAYMENTS MADE BY THE LESSEE TOWARD THE SETTLEMENT OF ANY OPEN ACCOUNT, ACCOUNTS FOR REPAIRS, PARTS OR ACCESSORIES, OR ANY LIEN, OR THE REPAYMENT OF ANYTHING HEREIN PROVIDED TO BE PAID BY THE LESSEE BEFORE APPLYING SUCH PAYMENT UPON ANY INSTALLMENT OF RENT, ANY DIRECTION BY THE LESSEE NOTWITHSTANDING, AND THE LESSEE HEREBY WAIVES THE BENEFIT OF ANY LAW OR STATUTE PERMITTING HIM TO DESIGNATE THE APPLICATION OF SUCH PAYMENT.

(22) THIS CONTRACT IS MADE IN THE CITY AND COUNTY OF PORTLAND, ALL PAYMENTS ARE TO BE MADE AT THE PLACE OF BUSINESS OF THE LESSOR, IN SAID CITY AND COUNTY, AND ANY ACTION BEGUN BY THE LESSOR TO ENFORCE THE CONDITIONS OF THIS LEASE OR TO RECOVER POSSESSION OF THE SAID PROPERTY MAY BE COMMENCED AND MAINTAINED IN SAID CITY AND COUNTY, AND THE LESSEE HEREBY WAIVES ALL RIGHT TO MOVE OR HAVE REMOVED SUCH ACTION OR PROCEEDING FROM SAID CITY AND COUNTY FOR ANY REASON WHATSOEVER, AND PARTICULARLY UNDER THE PROVISIONS OF TITLE IV OF SECTIONS 396 AND 397 OF THE CODE OF CIVIL PROCEDURE OF THE STATE OF OREGON.

(23) THERE IS NO WARRANTY OR GUARANTY WITH THIS PROPERTY EXCEPT IN THE CASE OF A NEW MACHINE. THE LESSOR'S REGULAR GUARANTY EXECUTED IN WRITING AND DELIVERED HERewith, AND FURTHER EXCEPT THE GUARANTY OF THE MANUFACTURER WHICH IS HEREBY EXTENDED THE LESSEE THROUGH THE LESSOR AND WITHOUT OBLIGATION ON THE LESSOR'S PART.

(24) THIS AGREEMENT AND THE WARRANTY AND GUARANTIES OR PROMISSORY

NOTES ABOVE MENTIONED SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO INDUCEMENTS, AGREEMENTS, OR REPRESENTATIONS SHALL BE BINDING UPON THE LESSOR EXCEPT AS SET FORTH HEREIN AND ACKNOWLEDGED BY AN EXECUTIVE OFFICER OF THE LESSOR. AND THIS AGREEMENT SHALL NOT BE ALTERED, MODIFIED OR CHANGED IN ANY RESPECT SUBSEQUENT TO THE EXECUTION THEREOF EXCEPT UPON A SUBSEQUENT AGREEMENT IN WRITING EXECUTED BY AN EXECUTIVE OFFICER OF THE LESSOR, AND NO AGENT OR EMPLOYEE OF THE LESSOR SHALL HAVE ANY AUTHORITY TO MODIFY, ALTER, AMEND OR ENLARGE THIS LEASE, AND ANY ALTERATIONS, ADDITIONS OR SUBTRACTIONS THEREFROM, EXCEPT EXECUTED AS ABOVE PROVIDED SHALL VOID THIS LEASE SO FAR AS ANY OBLIGATIONS OF THE LESSOR ARE CONCERNED.

(25) HE WILL IMMEDIATELY NOTIFY THE LESSOR OF ANY CHANGE OF ADDRESS, AND UNTIL THE LESSOR SHALL HAVE RECEIVED NOTICE OF SUCH CHANGE THE ADDRESS BELOW GIVEN SHALL BE THE ADDRESS OF THE LESSEE FOR ALL PURPOSES HEREIN.

(26) TIME IS THE ESSENCE OF THIS AGREEMENT IN EVERY PARTICULAR.

(27) HE WILL UPON THE DATE HEREINABOVE SET FORTH AS THE TERMINATION OF THIS LEASE RE-DELIVER THE SAID PROPERTY TO THE SAID LESSOR IN GOOD ORDER AND CONDITION.

(28) THIS CONTRACT SHALL BIND AND INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS OF THE LESSOR, AND THE LESSEE.

(29) THE SINGULAR HEREIN SHALL INCLUDE THE PLURAL NUMBER AND THE MASCULINE SHALL INCLUDE THE FEMININE AND NEUTER GENDERS.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

A. P. GORDON,
CARSON WASHINGTON

WILLIAM L. HUGHSON COMPANY
BY DEL WRIGHT (LESSOR)

A. P. GORDON (LESSEE)

THE UNDERSIGNED HEREBY AGREES THAT, ON THE THIRD DAY AFTER THE TERMINATION OF THE LEASE HEREINABOVE SET FORTH, IN THE EVENT THE SAID LESSEE COMPLIES WITH ALL THE TERMS AND CONDITIONS OF THE SAID LEASE, AND SHALL HAVE FULLY PAID FOR ALL OF THE RENT AND OTHER PAYMENTS IN SAID LEASE PROVIDED, AND SHALL HAVE PAID TO THE UNDERSIGNED ANY AND ALL CLAIMS WHATSOEVER DUE TO THE SAID UNDERSIGNED, UNDER THE TERMS OF THE LEASE HEREINBEFORE SET FORTH, OR OTHERWISE, IT WILL SELL TO THE PERSON HEREINABOVE MENTIONED AS LESSEE THE ABOVE-DESCRIBED PROPERTY FOR THE SUM OF ONE DOLLAR (\$1.00). THIS AGREEMENT TO SELL SHALL ONLY BE EFFECTIVE UPON THE CONDITIONS HEREIN SET FORTH, AND UPON THE DATE HEREIN MENTIONED, AND NOT OTHERWISE, AND TIME IS MADE THE ESSENCE OF THIS CONTRACT.

IN WITNESS WHEREOF, THE WILLIAM L. HUGHSON COMPANY HAS HEREUNTO AFFIXED ITS SEAL AND SIGNED ITS NAME BY ITS PROPER OFFICERS.

WILLIAM L. HUGHSON COMPANY

BY DEL WRIGHT

FILED FOR RECORD JUNE 7, 1920, AT 2-15 P.M. BY WM. L. HUGHSON CO.,

Edley P. Smith
COUNTY AUDITOR,