

Oliver Chilled Plow Works to H. J. Friedrich

Conditional Sale Agreement

It is hereby agreed between H. J. Friedrich, hereinafter called the purchaser, and Oliver Chilled Plow Works that said Oliver Chilled Plow Works will sell to said purchaser, and said purchaser will purchase of said Oliver Chilled Plow Works One $3\frac{1}{2}$ N.T. Minomah Wagon Gear with $4\frac{1}{2}$ wheels $2 \times \frac{3}{4} \times \frac{1}{8}$ tires upon the following terms and conditions. The full purchase price for said property is \$101.10, of which the sum of \$56⁰⁰ has this day been paid as earnest; and the further sums to be paid as follows:

On the 10 day of April, 1914 \$44.80 On the _____ day of _____, 19____

All deferred payments are to be made at the office of Oliver Chilled Plow Works at Portland, Ore. and shall bear interest after maturity at the rate of ten per cent. per annum.

Time is the essence of this contract.

The title to said property shall remain in said Oliver Chilled Plow Works until all of the conditions of this agreement have been fulfilled by the purchaser.

If the purchaser fails to make any of said payments when due, or upon said purchaser's failure to take due and proper care of said property, or if it is attempted to remove the same from the County of Skamania, or if any attempt is made to sell, encumber or dispose of same, then said Oliver Chilled Plow Works may at its option declare the whole amount herein stipulated to be paid, together with the interest and costs, immediately due & payable, or it may declare this contract forfeited and recover back the said property wherever the same may be found, and to that end the purchaser hereby authorizes said Oliver Chilled Plow Works to take said property without notice and without legal formality and hereby authorizes any third person having possession of said property to deliver the same to said Oliver Chilled Plow Works on demand, free of charge; and in any of such events all payments therefor made on said goods shall be forfeited to said Oliver Chilled Plow Works and retained by it as liquidated damages. And as further liquidated damages for any breach of this contract, said purchaser agrees that all legal or other expenses, including a reasonable sum to be allowed by the court as an attorney's fee, shall be paid by the purchaser for default upon this contract and collected in any action hereon.

Said Oliver Chilled Plow Works shall be entitled to recover from the purchaser all damages occasioned by any breach of the terms of this agreement.

Oliver Chilled Plow Works.
By W. E. Wilson Manager
Vendor

H. J. Friedrich } Purchaser
Underwood, Wash. }

P.O. Address of purchaser.
Underwood, Washington

Filed for record by Oliver Chilled Plow Works on Dec. 13th 1913
at 10³⁰ A.M.

H. Swisher - Co. Auditor

By E. Swisher - Deputy.

Parlin & Orendorff to G. F. Chervon

Know all Men by these Presents, That Parlin & Orendorff Plow Co. of Portland, Oregon, does hereby certify that a certain Conditional Bill of Sale or Lease dated 28th day of August 1913, and filed in the office of the Auditor of Skamania County, Washington, the 4th day of Sept 1913, No. for the conditional sale of property therein described by the undersigned as vendor to G. F. Chervon as vendee to secure the payment of \$100.00 has been satisfied, paid and discharged in full, and the Auditor of said County is hereby authorized to satisfy and cancel the same of record.

Dated December 13th 1913

} Witnesses

Parlin & Orendorff Plow Co. of Portland
By W. O. Munsell Mgr.
Vendor

State of Oregon.

County of Multnomah. } ss.

Per it Remembered, That on this 13th day of December A.D. 1913 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named W. O. Munsell manager of the Parlin & Orendorff Plow Co. of Portland who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

In Testimony Whereof I have hereunto set my hand and notarial seal, the day and year last above written.

(Notary Seal)

Rudolph Erickson

Filed for record by Parlin & Orendorff Plow Co.
Dec. 19th 1913 at 10³⁰ A.M.
H. Swisher - Co. Auditor
By E. Swisher - Deputy