

#15720

National Forest Products Co to J. A. Thronson Jr.

THIS AGREEMENT made and entered into this 25th day of March, 1929, by and between the NATIONAL FOREST PRODUCTS COMPANY, a corporation, hereinafter known as the Seller, and J. A. Thronson, Jr., hereinafter known as the buyer, WITNESSETH:

That for and in consideration of the sum of four thousand dollard (\$4000.00) to be paid by said buyer to said seller, the said seller does hereby sell, and the said buyer does hereby buy the following described personal property to-wit:

One, (1) Sixty Best Caterpillar Motor #6194, factory #2956A.

One (1) Sixty Best Caterpillar Motor #5906, factory #2668A.

One (1) Fordson, with Hicks Bull Attachment, and all accessories now attached to said machinery now located in the machine yard of the PACIFIC EQUIPMENT COMPANY, said equipment being sold as is, w. re's.

Receipt of the sum of one hundred twenty-five dollars, (\$125.00) is hereby acknowledged by the said seller as payment on said purchase price and the balance of said purchase price to be paid as follows, to-wit:

Two hundred fifty dollars, (\$250.00) twenty (20) days from date. Three hundred sixty-two dollars, and fifty cents, (\$362.50) on May 1st, 1929. Three hundred sixty-two dollars, and fifty cents, (\$362.50) on the first day of each month thence next ensuing until the balance of said purchase price is paid in full, said deferred payments to bear interest at the rate of seven percent (7%) per annum, said interest to be computed and payable on each principal payment date.

It is hereby understood and agreed that said buyer will keep said seller advised at all times as to the location of said machinery until the same is paid in full and that the said buyer will keep said machinery free and clear of any liens for labor, freight or otherwise, and that said buyer will keep said machines in good repair and in good workman-like condition, usual and ordinary wear and tear excepted.

In taking said machinery from Multnomah County, Oregon, said buyer agrees to notify said seller of the place where said machinery is to be taken and used.

It is hereby further understood and agreed on the part of the said buyer that other than taking said machines to Cooks, Skemania, County, Washington for work, or in the vicinity of Forest Grove, Oregon, or at or near Heppner, Oregon, that the said buyer will first secure the written consent of the seller to the taking of said machinery to any other place or places other than stated; it is hereby understood and agreed that said buyer will keep said machinery insured for its full insurable value against fire with loss payable clause to the parties hereto as their interests may appear, until the machinery is paid for in full.

It is hereby understood and agreed that the said buyer has contracted for certain parts for the said machinery for the approximate sum of two hundred dollars, (\$200.00); that the said buyer agrees to take said extras at the wholesale invoice price as billed to said seller; also said extras accounts to be payable thirty (30) days after date; said buyer also assumes and agrees to pay for labor for three (3) days work or the approximate sum of fifteen dollars, (\$15.00), it being understood and agreed between the parties hereto that said parts of approximately two hundred dollars, (\$200.00) and the labor of approx-

imately fifteen dollars, (\$15.00) are outside of the said purchase price of four thousand dollars, (\$4000.00).

It is hereby further understood and agreed that the said seller has good and sufficient title in and to all of the said machinery and that upon the payment in full of all the machinery as herein stated, the said seller will deliver to the said buyer, a good and sufficient bill of sale transfer title to said buyer or his personal representatives, and further, should the said buyer desire to pay for any part of said machinery in full, other than by paying for the same on installments as hereinbefore stated, that the said seller upon the payment of the sum of two thousand seven hundred fifty dollars, (\$2,750.00) for said Best sixty tractor Motor #6194, factory #2596A, or upon the payment to the seller of the sum of seven hundred fifty dollars, (\$750.00) for Best Sixty Tractor, motor #5906, factory #2668A, or upon payment for said Fordson of five hundred dollars, (\$500.00), the said seller will deliver bill of sale upon request of the said buyer for any of the said separate piece of machinery; it being understood and agreed however, that said installment payments made prior to this by the said buyer for said pieces of machinery as herein stated, shall not be considered as payments on the purchase price of the separate pieces of machinery as herein stated.

And that upon the payment in full of any of the said pieces of machinery for the price as hereinbefore named, the said monthly installments shall be reduced in proportion as the amount of the pieces of machinery paid for in full bears to the unpaid portion of said entire balance due on this contract.

It is hereby understood and agreed that should said seller desire said buyer to execute any other legal instrument to show the equity or property interest in and to said personal property, that said buyer will execute the same provided that said instrument to be executed does not vary the terms of payments as herein outlined.

It is hereby understood and agreed that legal title to personal property shall remain in said seller until fully paid for.

It is hereby understood and agreed that the said buyer shall not transfer or otherwise dispose of said property, or remove the same from the State of Oregon, except as herein stated, without the written consent of the said seller. In case of default in payment of any amount as above provided, or in case said personal property is attached or levied upon, or if the said machinery shall be removed from the State of Oregon, without the written consent of the said seller, or whenever the said seller, or its assignee find said property to be seized or attempted to be sold, incumbered, or otherwise disposed of, or abused or misused, the said seller and its assigns shall have the right at any time without notice or demand to take reclaim, remove, hold or sell said property according to law, with proper legal notice at such time and place as said seller may elect, and if the said balance remaining unpaid or said personal property when so taken over by said seller is not paid promptly by the said buyer, said seller shall have the right to sell said personal property and apply the proceeds of said sale to the balance of the unpaid purchase price, together with interest and the balance, if any to pay over to said buyer, his assigns or personal representatives; that upon the said sale, the buyer or his assigns or personal representatives shall be foreclosed and barred of any right, title, and interest in and to said personal property or of any claim of whatsoever kind or nature against said seller or assigns.

It is hereby understood and agreed that said contract shall not be assigned by the said buyer without the consent of the said seller.

IN WITNESS WHEREOF: The parties hereto have hereunto set their hands and seal this



this 25th day of March, 1929.

National Forest Products Co.  
By name not legible. Seller  
J. A. Thronson, Jr., Buyer.

Dated at Portland, Oregon, this 25th day of March, 1929.

Ap. 4, '29. . . For \$10.00 and other valuable considerations I hereby assign all my right title, and interest in the above contract to J. A. Irwin. We also guarantee payments.

National Forest Products Co.  
By Name not legible. Pres.

Filed for record this 15th day of June, 1929 at 11:0'clock A.M.

*J. C. Chesser*  
Auditor.

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# 15736

Mt. St. Helens Consolidated Mining Co. to C. W. Riddell

THIS AGREEMENT, made in duplicate this 22nd day of April, 1929, between Mt. St. Helens Consolidated Mining Company, and Oregon Corporation, First Party, and C. W. Riddell, Second Party; WITNESSETH:

WHEREAS, the First Party is the owner of all the following described property (hereinafter called the "premises"), situated in the County of Skamania and State of Washington to-wit:

That certain group of mining claims and premises known as the SPIRIT LAKE GROUP, consisting of America No. 1, America No. 2, America No. 3, America No. 4, Sweden No. 1, Viola Second, Viola First, Wilson, Alderman Peak, Marchand, Prince, Wayne, George, Baby Barnes, Mamie, Mabel, Ada, Linnie, Inez, Jenn, Lakeside, Earl, Hillside, The Falls, and Spirit Lake, lode mining claims, the same being and constituting one entire group and parcel of land designated by the surveyor general as Lot No. 781A, embracing a portion of sections 1 and 12, township 9 North of Range 5 East, a portion of section 6 in township 9 North, Range 6 East, a portion of section 36 in township 10 North of Range 5 East and a portion of section 31 in township 10 North of Range 6 East, W. M., embracing a total area of 513.249 acres, more or less, according to the official survey thereof, as the same are more particularly described by metes and bounds, courses and distances in the patent thereof of record in Vol. 440 pages 381 to 415 inclusive in the record of Mineral Patents in the office of the General Land Office at Washington, D. C., and also of record in Book of Deeds at page 335 et seq., of the records of Skamania County, Washington, reference to which said patent and the records thereof is hereby made for a more perfect and complete description of said claims, excepting however the surface rights to 10 acres in the Spirit Lake Lode and Falls Lode, heretofore conveyed by the party of the first part.

Also that certain group of Mining Claims known as the EARL GROUP, and consisting of the Earl No. 1, Earl No. 2, Earl No. 3, Earl No. 4, Earl No. 5, Earl No. 6, Earl No. 7, Earl No. 8, Earl No. 9, Earl No. 10, Earl No. 11, Earl No. 12, and Earl No. 13, lode mining claims designated by the Surveyor General as Lot 774, embracing a portion of sections 8, 9, 16, and 17, in Township 10 North of Range 6 East, W. M., containing 266.148 acres, more or less according to the official survey thereof; said several mining claims being more particularly described by metes and bounds, courses and distances, in the patent thereof which is of record in Vol. 422, at pages 295 to 314 inclusive of the record of mineral patents in the General Land Office at Washington, D. C., and in Book 1 at pages 397 to 407