

State of Oregon }

County of Multnomah }

BE IT REMEMBERED, That on this 28th day of February A.D. 1936 before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Clear Creek Lumber Co., who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

(Notarial seal affixed)

J. P. Carroll  
Notary Public for the State of Oregon.  
My Commission Expires Dec. 4, 1938

Filed for record March 3, 1936 at 4-14 p.m. by Alaska Junk Co.

*Mabel G. ...*  
Skamania County, Clerk-Auditor.

#21960

Dairy Supply Co., Inc. to Cedar Dell Dairy

To The Dairy's Supply Co., Inc.,  
(Seller)  
319 S. E. Union Ave.,  
Portland, Oregon.

Duplicate  
Date March 4, 1936.

We, the undersigned, purchaser hereby order and agree to receive from you the following described chattel with accessories and connections as follows:

1	100 gal purity pasteurizer stainless steel lining	\$374.88
1	motor drive with motor	
1	Long Stem Indicating Thermometer	51.00
1	Recording Thermometer	94.50
1	Model M. S. Triclover Pump	47.50
1	#5 DX Double Waterway Candler	105.00
	Necessary Sanitary Pipe	20.00

to be installed upon the following described property: Cedar Dell Dairy, Washougal, Washington, F. O. B. Portland, Oregon Interest and Finance Chg. 65.74

for which we agree to pay the total sum of Seven Hundred Thirty-eight and 62/100 Dollars (\$738.62) as follows: Cash in hand, receipt of which is hereby acknowledged \$125.00

Allowance on \_\_\_\_\_ \$125.00

Deferred Balance Six Hundred Thirteen and 62/100 \$613.62

payable in twenty-four installment notes of \$25.56 first payment amounting to \$25.74 each, the first payable on April 10th, 1936 and one payable on the 10th of each month thereafter until all are paid, together with interest from maturity at the rate of eight per cent per annum. The final monthly payment shall be the amount of the balance then due.

All such installments shall be paid at the office of The Dairy's Supply Co., Inc., 319 S. E. Union Avenue, Portland, Oregon (or at such other place as said The Dairy's Supply Co., Inc., may direct) in lawful money of the United States, without deduction or discount for exchange.

Title and ownership of said chattel shall remain in you, your successors or assigns until all sums which may become due or owing under any clause of this contract shall have been fully paid in cash and thereupon the title and ownership shall pass to us.

Should we fail to make any monthly payment above specified when the same is due, or fail to do anything else required hereunder, then the entire unpaid balance of purchase price shall at your option, become immediately due and payable and shall bear interest thereafter at the highest lawful rate and we agree to make full payment of such balance or to return said chattel together with any things added thereto, to you on demand and without legal process. If you repossess said chattel then you may retain all payments

previously made as compensation for use of said chattel, and you may, at your option sell said chattel at public or private sale, with or without notice, and credit the net proceeds, after expenses, on the amount unpaid hereunder. Any balance over the said amounts unpaid hereunder shall be paid to me on demand. If the net proceeds of such sale are insufficient to cover the amount unpaid hereunder, we agree to pay any deficiency on demand.

We agree to pay all costs of collecting any amount or enforcing any of your rights under this contract, including, without limiting the generality of the foregoing a reasonable attorneys' fees, if this contract is placed in the hands of any attorney by you, no matter whether suit is brought or not, and also including the cost to you of the time and services of any of your employees in making collection.

We agree to pay promptly when due all licenses, taxes and assessments which may be levied upon said chattel and to keep the same at all times free and clear of liens and encumbrances.

We agree to insure said chattel against loss by fire in favor of you, your successors or assigns; to take good care of said chattel, and not to remove the same from the premises described above, or to make any structural change in or addition to said chattel without first obtaining consent in writing from you, or your successors or assigns. Damage to or destruction of said chattel, however caused, shall not relieve me of liability for the full price thereof, or of any of the liability hereunder. Said chattel shall not become part of the realty.

It is agreed that no other agreement or guaranty, oral or written, express or implied, shall limit or qualify the terms of this contract, and that no warranty of said chattel has been made unless herein expressed. This agreement shall not be binding on you until your acceptance is signed hereon.

We agree that you may at any time assign this agreement or any right thereunder, and that all terms hereinabove set forth for your benefit shall inure to the benefit and operate in favor of your successors and assigns. We hereby waive as against such successors and assigns all right of recoupment, set-off and counterclaim, which we have or ever might have, against you, and we further agree that your successors or assigns shall be under no responsibility or obligation for the performance by you of any term or condition hereof.

Time is of the essence of this agreement and every part thereof.

All words herein shall be deemed to be of the number and gender properly applicable to the purchaser or purchasers.

Accepted March 5th, 1936. Signed:

Cedar Dell Dairy (L. S.)  
By L. B. Johnson

Witness: Fred Paterson (L.S.)

The Dairy's Supply Co., Inc.  
By H. G. Keyser, Pres. (L. S.)

Filed for record March 10, 1936 at 8-00 a.m. by Grantor.

*Mabel J. Rose*  
Skamania Co. Clerk-Auditor.

#22279-A

DuBois Lumber Co. To T. A. Ryan

#### CONDITIONAL SALES AGREEMENT

THIS AGREEMENT, Made and entered into this 13 day of May, 1936, by and between T. A. Ryan, as party of the first part, hereinafter referred to as the vendor, and the DuBois Lumber Company of Vancouver, Washington, as party of the second part, hereinafter referred to as the vendee.