

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.

WITNESSETH: The vendor hereby agrees to sell, and the vendee hereby agrees to purchase all of the following described personal property, to-wit:

Approximately 1,000,000 feet of logs, being all of the logs now out and in the Columbia River at the vendor's boom near Stevenson, Washington.

Also, nine (9) rafts of logs just east of the Cascade Locks on the Oregon side of the Columbia River, said nine rafts comprising a total of approximately 500,000 feet.

The purchase price for the said logs is the sum of \$11.00 per thousand feet, as scaled at the vendee's mill at Vancouver, Washington, said scaling to be done by a representative of the Columbia River Loggers Bureau, and the expense of scaling shall be paid by the vendee.

It is understood and agreed that the vendee has now advanced and paid to the vendor the sum of \$7500.00 upon the purchase price of the logs, receipt whereof is hereby acknowledged by the vendor, and the vendee agrees to pay further sums on account, as may be necessary to pay lienable claims, including cost of transporting logs to the vendee's mill, said additional payments not to exceed the sum of \$7000.00. All sums now advanced by the vendee, or that may be hereafter advanced, shall bear interest at the rate of 7% per annum until the logs have been delivered as herein provided, or in the event the logs are not delivered, then until the sums so advanced and paid have been repaid.

Should the sum due the vendor after the logs are scaled exceed the sum of \$7500 paid to the vendor, plus the advances made by the vendee, then the difference shall be paid in cash to the vendor, and should the value of the logs as delivered to the mill be less than the amount of advances and payments made, then the vendor shall repay the difference in cash to the vendee.

It is understood and agreed that the logs are being held east of the Cascade Locks due to inability to transport them through the Bonneville Dam construction, and the vendor agrees that he will proceed to bring the logs through said dam and to the plant of the vendee at the earliest possible date permitted by the United States Engineers and/or the condition of the river, and that all costs of preserving said logs in the meantime, keeper's fees, etc. shall be borne and paid for by the vendor, it being the intent hereof that all loss for any reason or expense shall not be a charge against the vendee.

The vendor agrees that he will use all means necessary to preserve and protect said logs until delivery to the vendee.

The vendor further agrees that he will keep an accurate record of all costs and items of expense that may be lienable claims against said logs, and shall furnish such information to the vendee when required by said vendee.

Time and exact performance are of the essence of this agreement, and in case of the failure of the vendee to make any payment or keep any covenant herein provided for, this contract may be forfeited and canceled at the option of the vendor.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands this 13 day of May, 1936.

(Corporate seal affixed)

T. A. Ryan
Vendor.
DuBois Lumber Company, Vendee.

By Geo. L. DuBois, Pres.
Jos. J. Donovan Secy.

Filed for record May 14, 1936 at 1-45 p.m. by Grantor.

Mabel J. Asse
Skamania County, Clerk-Auditor.