

knowledgeed that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

R. M. Wright
Notary Public in and for the
State of Washington, residing
at Stevenson, in said County

Filed for record December 14, 1936 at 4-20 p.m. by Grantee

Mabel J. Rose
Skamania County Clerk-Auditor

#23683

L. S. Franck to R. Hegewald et al

KNOW ALL MEN BY THESE PRESENTS, That L. S. Franck, hereinafter referred to as "said Franck", in consideration of payment of the sum of Fifteen Hundred Dollars (\$1500.00) at times and in amounts as hereinafter set forth by R. Hegewald and N. Risjord, hereinafter referred to as the "said Hegewald and Risjord", does by these presents agree to grant, bargain, sell and convey unto the said Hegewald and Risjord all rails, frogs and switch points forming a part of the logging railroad now located along side of Hamilton Creek in Section 1, Township 2 North, Range 6 East Willamette Meridian, and Sections 6, 7, and 18 in Township 2 North, Range 7 East Willamette Meridian, and Section 36, Township 3 North Range 6 East Willamette Meridian, Skamania County, Washington, and those rails, frogs and switch points located on Section 31, Township 3 North, Range 7 East Willamette Meridian, Skamania County, Washington, forming a part of what is known as the incline, and continuing to the main camp in said Section 31, and in addition thereto 284 rails forming a part of the railroad from the gap leading toward Section 30, in Township 3 North, Range 7, East W.M., excepting therefrom only 60 rails, 2 frogs and 2 switch points.

As purchase price the said Hegewald and Risjord agree to pay the sum of \$1500.00; Five Hundred Dollars (\$500.00) thereof to be paid upon the execution of this contract, and the balance of One Thousand Dollars (\$1000.00) to be paid at the time the said Hegewald and Risjord build a road to what is ^{now} known as the foot of the incline, but in any event said payment to be made not later than June 15, 1937.

This contract and bill of sale is given on the express agreement that the said Franck, upon payment of the sum of \$1500.00 above mentioned, and as above set forth, time being the essence hereof, will sell, transfer and deliver unto the said Hegewald and Risjord the said rails, said rails being now entrusted to the care of the said Hegewald and Risjord, but it being expressly agreed that title to the property so entrusted shall remain vested in the said Franck until payment of the purchase price shall have been made in the amounts and at the times hereinabove set forth.

In case of default in the payment of the purchase price as above provided, or in case the said Hegewald and Risjord shall part with the possession of said property, or if same be removed from the State of Washington without the consent of the said Franck, or if said property be secreted, or seized by process of law, or attempted to be sold or otherwise disposed of, the said Franck shall have the right at any time, without notice or demand to take and reclaim said property, and pursue such additional legal remedies as are available under the laws of the State of Washington at the time repossession is effected and the right thereto shall have accrued.

It is further understood and agreed that the said Hegewald and Risjord will deliver the 60 rails, 2 frogs and 2 switch points hereinabove referred to as excepted from the provisions of this contract of conditional sale, to the order of said L. S. Franck at the

North Bank Highway in the vicinity of Hamilton Creek.

IN WITNESS WHEREOF, the parties have hereunto set their hands the 25th day of January, 1937.

L. S. Franck
R. Hegewald
Norman Risjord

STATE OF OREGON }
COUNTY OF MULTNOMAH } ss.

BE IT REMEMBERED, That on this 25th day of January, A.D. 1937, before me, the undersigned, a Notary Public in and for said county and State, personally appeared the within named L.S. Franck, who is known to me to be the identical person 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.

(Notarial seal affixed)

M. J. Laidlaw
Notary Public for Oregon
My commission expires Feb.
28, 1940

Filed for record February 3, 1937 at 8-00 a.m. by Grantor.

Mabel J. Packer
Skamania County, Clerk-Aud.

#23960

G. E. Oneal Company to Geo. F. Christensen

KNOW ALL MEN BY THESE PRESENTS, That G. E. Oneal Company, a corporation, party of the first part, for and in consideration of the sum of \$10.00 and other considerations, does hereby Bargain, Sell and Convey unto Geo. F. Christensen, party of the second part, the following described personal property, to-wit:

All following machinery situate at Ellensburg, Washington:

- 3 Kenworth 5 ton trucks Nos. 1-2-5.
- 1 Lima 1 1/2 yard Shovel-Factory No. 386.
- 1 Model R.D. 8 Diesel Caterpillar Tractor-Serial No. 1 H-460.
- 1 Model 360 Cu. ft. Schramm Air Compressor No. 36163.
- 1 Old 360 Schramm Compressor Serial No. 23100.
- 1 12 yard LeTourneau Scraper with Power Unit-No. 529 J 12.
- 1 Le Tourneau dozer and one half of all Jack Hammers owned on October 1st, 1936 presumed to be 6 and also half of steel bits, pipe and hose.
- 1 Ford Flat bottom Truck, Model 1934 Motor No. 18-1184029.
- Also all office furniture and equipment in office at Stevenson, Washington.
- 3000 shares Sulphur stock
- 1 share Television
- 500 shares City Service Stock Common
- 1 Ford Coach Motor No. 18-2528883.
- 3000 Shares Pacific Sulphur Mine Inc.
- 6670 Shares Tri-State Gold Mining Co.
- Balance off charged accounts in Bank of Stevenson.

The party of the first part does hereby covenant to and with the party of the second part, that it is the owner of the above described personal property and has good right to sell the same; that the same is free and clear of all incumbrances and that it will forever warrant and defend the title thereto against all lawful claims.

In Testimony Whereof, the party of the first part has caused these presents to be duly executed by its lawfully authorized officers this 1st day of October, 1936.

G. E. Oneal Co. Inc. (Seal)

By G. E. Oneal, President.

(Corporate seal affixed)

Attest: Raymond C. Sly,
Asst. Secretary

Filed for record April 19, 1937 at 10-30 a.m. by Grantee.

Mabel J. Packer
Skamania County, Clerk-Auditor.