

#18784

Webb McDonald Tractor & Equipment Co To Columbia Power and Investment Company.

MACHINE LEASE AGREEMENT.

This lease made this 20th day of July, 1933, between Webb McDonald Tractor & Equipment Co., lessor, and the Columbia Power and Investment Company, a corporation, lessee, witnesseth;

That, Whereas, the lessee requires the use of a Caterpillar Tractor for the purpose of Road Construction, Now Therefore

1. The Lessor, in consideration of the payment of the rentals hereinafter reserved, hereby leases to the lessee one Caterpillar Diesel 75 Tractor with Bulldozer, Serial No. 2 E 44, for a term commencing on the date hereof, and ending on the 20th day of October, 1934 for the total rental of Sixty-six hundred eighty-nine and no/100 dollars (\$6689.00) payable in installments as follows; \$600.00 on August 20th, 1933, \$600.00 September 20th, 1933, \$600.00 October 20, 1933, \$600.00 November 20, 1933, \$600.00 May 20, 1934, \$600.00 June 20, 1934, \$600.00 July 20, 1934, \$600.00 August 20, 1934, \$600.00 September 20, 1934, \$600.00 October 20, 1934 and \$689.00 November 20, 1934.

2. The Lessee acknowledges receipt of said machine in good order and condition, and upon the expiration of the term of this lease, ( in the event the option hereinafter referred to has not been exercised) or upon the sooner termination of this lease, or in event the lessee shall default in the performance of any of the terms, covenants or conditions hereof, the lessor shall be entitled to the immediate possession of said machine, and the lessee shall thereupon deliver said machine to the lessor, <sup>at Wenatchee,</sup> ~~at~~ Washington, in good order and condition, wear and tear thereof excepted.

3. The lessee shall have the right to make any reasonable and lawful use of said machine, and shall take reasonable and proper care thereof, and at its own cost and expense make all necessary repairs and replacements. In the event of any default by the lessee in the payment of rent, or otherwise, this lease shall terminate at the option of the lessor.

4. The lessor hereby gives the lessee the option to purchase said machine. in its then condition, at any time during the term of this lease (or within any extension or renewal thereof) or within ten days thereafter, for the purchase price of Sixty-six hundred eighty-nine and no/100 Dollars (\$6689.00) plus interest at the rate of six per cent per annum from the date hereof until said purchase price is paid and said purchase price to be paid in cash upon the exercise of said option. In event that said option is exercised the purchase price shall be credited or reduced by the amount of the rentals theretofore paid, and interest shall be computed on the amount of the purchase price, less rentals theretofore paid.

5. It is expressly agreed that the lessor shall not in any case or under and circumstances be held liable for any loss or damage or claims for loss or damage of any kind whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said machine, and any and all loss or damage are hereby specifically waived by the lessee.

6. It is expressly agreed and understood that this lease casts upon the lessee no obligation whatsoever to purchase said machine, or to renew this lease.

7. It is understood and agreed that the lessee may assign this lease and option. In case/such assignment the assignee may assume all liability for the performance of the terms and conditions hereof and in such event he shall be solely liable therefore and the said Columbia Power and Investment Company relieved therefrom.

8. Any notice that either party may desire to give to the other shall be given <sup>in</sup> writing and either delivered personally or sent by prepaid U.S. registered mail to the other at the address following the signature of such person to this agreement.

9. This agreement is executed in triplicate. In the event that this machine is used prior to May in 1934 then at the end of the first thirty days period payments shall start at the rate of \$600.00 a month.

Webb-McDonald Tractor & Equipment Co.  
246 No. Wenatchee Ave. Phone 6365  
Wenatchee, Washington  
By H.D. McDonald  
Address Y \_\_\_\_\_

Corporate Seal affixed.

Columbia Power and Investment Company  
By John G. Wachter V.Pres.  
Address \_\_\_\_\_

In consideration of the sum of one dollar and other considerations the Columbia Power and Investment Company, a corporation does hereby transfer and assign unto Geo. M. Hazard, of Stevenson, Washington, that certain lease and option bearing date the 20th day of July 1933 for the rental of one Caterpillar Diesel 75 Tractor with Bulldozer, Serial No 2-E-44, executed by Webb-McDonald Tractor & Equipment Co, to the said Columbia Power and Investment Company, and option for the purchase thereof.

And the said Geo M. Hazard does hereby promise and agree to punctually pay the several installments of rental therein provided and to faithfully keep and perform the covenants and agreements therein contained.

It is understood and agreed that the liability and obligation of the Columbia Power and Investment Company under the terms of said lease are hereby assumed by the said Geo. M. Hazard and the said company fully relieved therefrom both by the above named lessor and the said Geo.M. Hazard/

Dated this 20 day of August. 1933.

Columbia Power & Investment Company

Corporate Seal affixed.

By John C. Wachter Vice Pres.

Assignor

Geo M. Hazard  
Assignee

The foregoing assignment is hereby approved and the liability of the Columbia Power and Investment Company under said lease is hereby waived

Dated this 20 day of Aug, 1933.

Filed Sept 8 at 10:15 A.M. by  
George F. Christensen.

Webb-McDonald Tractor & Equipment Co,  
246 No. Wenatchee Ave., Phone 6365.  
Wenatchee, Washington.  
Lessor H.D. McDonald.

Mabel J. Fosse- Clerk-Auditor.

By Frank A. Wachter Deputy.

# 18787.

J.Allen Gilbert To Mr. & Mrs. A.L.Douglass.

Indenture of Agreement. Portland Oregon June 14, 1933.

It is hereby agreed between J. Allen Gilbert, of Portland, Multnomah County, Oregon, hereinafter known as Party of the first part, Mr. & Mrs. A.L.Douglass of Stevenson, Wash. Skamania County, hereinafter known as Party of the Second Part and Mr. & Mrs. Lynn Finister, of Portland, Multnomah County, Oregon, hereinafter known as Party of the Third Part as follows:-

It is agreed by Party of the First Part, being the owner of a certain tract of approximately sixteen acres lying two miles east of Stevenson, Washington, Skamania County