

Filed for record September 15, 1935 at 10-58 a.m. by R. N. Gaines.

Maher
Skamania County, Clerk-Auditor.

#21287

Camas, Washington
September 5th, 1935.

I acknowledge receipt from Florence Sieffert of her copy of the contract for the sale of a certain tract of land on the Evergreen Highway from the Moffatt Hot Springs Company, being the East half of Lot 24, Block 4 of the unrecorded town of No. Bonneville, together with the policy of title insurance or title report which I am to hold as security for the payment to me of the sum of \$200.00, according to the terms of a certain note. (Two Hundred Dollars)

R. N. Gaines

Filed for record Sept. 13, 1935 at 10-57 a.m.

#21313

No. _____

MEMORANDUM OF CONDITIONAL SALE

KNOW ALL MEN BY THESE PRESENTS:

That Ivan J. Walk and Virginia Walk, husband and wife, the vendor, on the 14th day of Sept. 1935, delivered to Hazel Davis, residing at North Bonneville, in Skamania County, State of Washington, the vendee, personal property, described as: _____

under contract of conditional sale on these terms and conditions at the price of \$280.00

1. Said property is and shall remain the absolute property of the vendor, or its assigns, until the full payment of the purchase price, or of any judgment therefor.

Full payment of the price or of any judgment rendered thereon is a condition precedent to the sale and transfer of said property.

2. The vendee has paid to the vendor on account of the purchase price the sum of \$25.00 and the balance to-wit: \$235.00 is evidenced by the following promissory note, which is accepted as additional evidence of indebtedness and not as payment, viz;

No. _____

\$ 235.00

North Bonneville, Wn

FOR VALUE RECEIVED I promise to pay to Virginia Walk or order, Sept. 14th, 1935. Two Hundred thirty-five Dollars, in gold coin of the United States of America, with interest thereon in like Gold Coin at the rate of _____ per cent per annum from _____ until paid, payable in monthly installments of not less than \$10.00 in any one payment, together with the full amount of interest due on this note at the time of payment of each installment. The first payment to be made on the 14th day of Oct. 1935, and second payment of \$10. on Nov. 14th, 1935, and \$20.00 per month thereafter on the 14th day of each month thereafter, until the whole sum, principal and interest, has been paid; if any of said installments are not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder hereof. If suit or action is instituted to collect any part of this note, I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees thereon.

This note is given pursuant to a certain conditional bill of sale, dated Sept. 14th 1935., wherein vendors has agreed to sell and deliver to vendee the following described personal property, to-wit: 6 cots, 1 hair mattress, 2 cotton mattresses, 1 kitchen stove and coils, 1 elec. plate and oven, 12 blinds, all curtains, 1 sign, 1 ice box, 4 chairs, screens, all light bulbs, also good will of business. said property to be paid for by said _____ according to the terms of said conditional bill of sale, wherein the balance of the

purchase price of said personal property is \$235.00, and for which sum this note is given, as additional evidence of indebtedness and not as payment.

Hazel Davis

The title to said property shall vest in the vendee on full payment of said note, according to its terms, and on full satisfaction of any judgment on said note. The commencement of legal action to collect said note or purchase price shall not affect the right of the vendor to retake said property at any time prior to the satisfaction of any judgment therein.

All of said property while out of possession of the vendor shall be at the risk of the vendee, as to any loss or damage. No such loss or damage shall affect any liability upon said note. The vendee shall at expense keep the property insured against loss by fire, theft, confiscation and embezzlement, in a company acceptable to the vendor for a sufficient amount in favor of the vendor, to cover its interest at all times before the title vests in the vendee.

The vendee shall so long as said property is in rightful possession have the right to use it for all purposes for which it is designed, provided that the vendee shall, at expense, keep it in good repair and condition, and take the best care thereof.

The Vendee shall promptly pay all taxes and assessments that may be levied upon or against said property.

The vendor may at any time sell or assign its interest in the property, including said note and insurance, to any person and such transferee shall have the same rights hereunder as the vendor.

Time is of the essence of this contract. If the vendee shall make default in the payment of said note, or any installment thereof, principal or interest, as and when the same shall become due, or in any of the covenants or agreements herein on the vendee's part or if the vendee shall fail to insure and keep said property insured as herein agreed; or remove, or attempt to remove, or cause said property to be removed from the County of Skamania, State of Wash., or sell or attempt to sell, or encumber, said property; or suffer the same to become encumbered by any laborer's, mechanic's or artisan's lien; or if the vendee shall abuse, misuse, secrete or attempt to secrete, said property, or assign, or attempt to assign, this contract without the written consent of the vendor, in any event it shall be optional with the vendor to (1) declare this contract forfeited and determined and take possession of said property with or without process of law, and retain all sums paid by the vendee as and for rent, for the use of said property, or (2) to declare the whole unpaid sum of said note, with interest immediately due and collectible.

IN WITNESS WHEREOF, the parties, vendor and vendee, hereto, have caused these presents to be executed this 14th day of Sept., A.D. 1935.

Virginia Walk
Vendor.

Hazel Davis
Vendee

Filed for record September 19, 1935 at 3-55 p.m. by Grantee.

Mabel J. [Signature]
Skamania County, Clerk-Auditor.

#21322

THIS AGREEMENT, made and entered into this 18th day of September, 1935, between J. W. Adams, Party of the first part and H. W. Adams, Party of the second part, witnesseth, Whereas the said parties heretofore on the twenty-first day of June, 1929, entered into a partnership agreement in the conduct of a pool hall and confectionery business