

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

in the Aalvik building on Second Street, Town of Stevenson, Skamania County, Washington said business known as Adams Brothers Tavern, and said partnership subsequently acquired and are now operating the Gorge Fountain in the McKeighan Building on said street in said town of Stevenson, and said partners now desiring to terminate said partnership agreement, do hereby mutually agree that said partnership is hereby terminated and dissolved, and in consideration of said dissolution the said J. W. Adams in consideration of \$1.00 to him paid, the receipt whereof is hereby acknowledged, does by these presents bargain, sell, and convey all his right, title and interest in and to the said Gorge Fountain Lunch business, and all stock, equipment, and fixtures therein, owned by said former partnership, free from all encumbrances to the said H. W. Adams, to have and to hold the same to him and his heirs, executors, and assigns forever, and the said H. W. Adams for and in consideration of \$1.00 to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents bargain, sell, and convey all his right, title and interest in and to the said Adams Brothers Tavern business, stock, equipment and fixtures, owned by said former partnership, free from all encumbrance, to the said J. W. Adams, to have and to hold the same to him and his heirs, executives, and assigns forever.

J. W. Adams

H. W. Adams

State of Washington)
County of Skamania) ss.

We J. W. Adams and H. W. Adams, being first duly sworn, this 18th day of September, 1935, do on oath depose and say: That we are the sole owners of all the chattels mentioned in the foregoing "Bill of Sale" and that the same is free and clear of all debts except as stated herein and thereon.

J. W. Adams

H. W. Adams
Owners

State of Washington)
County of Skamania) ss.

I, R. M. Wright, a Notary Public in and for the said State, do hereby certify that on this 18th day of Sept., 1935, personally appeared before me J. W. Adams and H. W. Adams to me known to be the individuals described in and who executed the within instruments, and acknowledged that they signed and sealed the same as their 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 September 21, 1935 at 10-15 a.m. by grantor.

M. J. J. J.
Skamania County, Clerk-Auditor.