

to be recorded in said State, and that full faith and credit are and ought to be given to his official acts; that the impression of his official seal is not required by law to be filed in the office of the County Clerk: I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached certificate is his genuine signature, and further that the annexed instrument is executed and acknowledged according to the laws of the State of California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Superior Court this 16 day of March, 1937.

(Superior court seal affixed)

L. E. Lampton,
County Clerk and Clerk of the Superior
Court of the State of California, in and
for the County of Los Angeles.

By F. E. Morgan, Deputy.

Filed for record March 27, 1937 at 11-00 a.m. by Bogle, Bogle, & Gates.

Mable J. Morgan
Shasta County, Clerk-Auditor.

#23873

Irwin L. Betzel et ux to Portland Assn. of Credit Men et al
WASHINGTON PARTNERSHIP COMMON LAW ASSIGNMENT

THIS INDENTURE Made this 30th day of March, 1937, by and between Irwin L. Betzel and Bonnie Stockwell Betzel his wife a partnership doing business under the firm name and style of Betzel for Drugs engaged in business at North Bonneville, Washington hereinafter called "Assignors" and the Adjustment Bureau of the Portland Association of Credit Men, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon, and Louis Schaefer hereinafter called "Assignees", WITNESSETH:

WHEREAS, said Assignors are unable to pay the claims and demands of their creditors as they mature in the ordinary course of business, a list of which creditors is herewith furnished to said Assignees showing the amounts respectively due and owing to said creditors by said Assignors; and,

WHEREAS, said Assignors desire to pay each and every bona fide creditor filing a claim with said Assignees as hereinafter provided for, and whether or not said creditor may be mentioned in said list furnished to said assignees equally and ratably by transferring and assigning all of their property for the benefit of their creditors to said Assignees and without the intervention of legal proceedings; and,

WHEREAS, said Assignees are willing to take an assignment and conveyances from said Assignors of all of their property of every kind and description for the purposes and on the terms herein set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the Assignors, for and in consideration of the premises aforesaid and of the covenants hereinafter contained, and for the sum of one Dollar to them in hand paid by said Assignees, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey, confirm, assign, transfer and deliver over unto said Assignees all of that certain stock of goods, wares and merchandise consisting principally of a stock of Drugs and sundries now located and being at the place of business of said Assignors known and described as Drug Store in Schmitz Johnson Bldg., North Bonneville, Wash., together with all fixtures, tools, appliances, equipment, bills and accounts receivable, cash on hand, bank accounts, bank deposits, insurance policies, books of account and records, all United States mail in transit, good will, choses in action, and all property of every kind and description in which it may have any right, title or interest wherever the same may be located, and whether or

not he same may be part of said business of said Assignors, except such property as may be exempt from execution under and by virtue of the laws of the State of Washington.

TO HAVE AND TO HOLD all of said property and property rights unto said Assignees, their successors and assigns forever, but in trust nevertheless for the use and benefit of the creditors of said Assignors, subject to the terms, conditions, provisions and stipulations herein express^{ed} and as follows:

1. A. It is a condition of this assignment that it is subject and subsequent to two certain chattel mortgages heretofore executed by the assignors herein, one of said mortgages being dated June 11, 1935 and the other dated Oct. 1, 1935, both of said chattel mortgages being filed of record with the County Auditor of Skamania County, Washington and both running in favor of the Adjustment Bureau of the Portland Association of Credit Men.

1st. That said Assignees shall take immediate possession of all of said property, rights and privileges, and shall have and possess the same power to control, use, manage, operate and dispose of the same, and to incur all and proper expenses in connection therewith as in the judgment of the said Assignees shall seem to the best interests of the creditors of said Assignors as fully as though said Assignees were the absolute owners thereof; but without them incurring any personal liability therefor other than to bind the trust estate in the hands of said Assignees.

2.A. see rider attached hereto

2A. "It is agreed that each creditor for whose benefit this assignment is made by filing a claim and participating in the benefits of this assignment thereby accepts such dividends as are paid in full satisfaction of all claims and demands against the assignor from the beginning of time to the date of this assignment."

2nd. And said Assignees may, if they deem it best so to do, sell all of the said property collectively or separately, at private or public sale, with or without notice of such sale published, or otherwise, and in selling said property may give good title thereto without any other or further conveyance on the part of the said Assignors than this assignment, and said Assignees may if they deem it best so to do operate and conduct operating cost and expenses thereof, if said business is so said business in the ordinary and usual way, and all ordinary/operated by said Assignees, shall be deemed to be preferred liabilities second only to such liabilities as are already prior and preferred by the laws of the State of Washington, and the above mentioned chattel mortgages.

3rd. That said Assignees may collect, sell or compromise all outstanding accounts and bills receivable and determine whether or not suit shall be brought and judgment obtained on the same.

4th. After deducting the expenses of administering said trust estate from the funds derived therefrom, including a reasonable attorney's fee for attorneys employed by said Assignees, including a reasonable compensation for said Assignees for the administration of said trust estate, which reasonable compensation is hereby declare to be a sum equal to six percent of the gross funds which shall come into the hands of said Assignees to be distributed by the assignees in the administration of the estate, said Assignees shall apply the balance of said fund to the payment of any and all claims which are preferred by law, and the remainder shall be paid equally and ratably to the creditors whose claims have been filed with said assignees or proven to their satisfaction, and any residue of said trust estate remaining after said payments have been made, to be reconveyed to said Assignors, or to such party or parties as they may direct.

5th. That should any creditor receiving notice of this assignment, either by said Assignees mailing notice thereof to said creditor, or by recording this assignment in the office of the recording officer in the proper county, fail, neglect, or refuse for a period of ninety days thereafter, to file a verified statement of account with said Assignees, said Assignees may close the books of said trust estate without paying any dividend to such creditors and without any liability on the part of said Assignees to such creditor upon making a final distribution to the creditors whose proofs of claim have been filed with said Assignees.

This instrument is intended to be a common law assignment and shall not be construed to be a voluntary assignment under the laws of the State of Washington.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this 30th day of March, 1937.

Executed in our presence
as Witnesses:

Gordan Stockwell
G. W. Ingram

State of Washington }
County of _____ } ss.

Irwin L. Betzel

Bonnie Stockwell Betzel

THIS IS TO CERTIFY, That on this 30th day of March, 1937, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Irwin L. Betzel and Bonnie Stockwell Betzel to me personally known to be the persons described in and who execute the foregoing instrument and voluntarily stated for himself that he executed the same as his true and voluntary act and deed for the uses and purposes therein mentioned.

(Notarial seal affixed)

L. H. Lowe
Notary Public for Washington
My Commission Expires Jan. 8, 1939
Residing at North Bonneville

Filed for record March 30, 1937 at 1-15 p.m. by Adjustment Bureau.

Mabel J. Jones
Skamania County, Clerk-Auditor.

#23898

John Tol et ux to Columbia Const. Co.

THIS AGREEMENT, Made and entered into by and between John Tol and LaRena Tol, husband and wife, parties of the first part, and Columbia Construction Company, a corporation, party of the second part, WITNESSETH:

That the parties of the first part for and in consideration of the sum of One Hundred (\$100.00) Dollars, to them in hand paid, do hereby Grant unto the party of the second part the right and privilege to use that portion of the George W. Johnson D. L. C. No. 38 in Section 20, Township 2 North of Range 7 East of W. M., which lies South of the S. P. & S. Right of Way, for the following purposes, to-wit:

1. To transport and convey over the said premises, by truck or other conveyance, machinery, supplies, equipment and materials used in construction of the Bonneville Dam or operations incident or related thereto, including the removal of materials and debris from the Columbia River.
2. To place, store and hold, materials, supplies, equipment and machinery upon said premises and/or to load the same upon or remove the same from barges, boats or other river conveyances at or adjacent to said premises.