

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.

3. To place booms, or other equipment in the Columbia River, fronting said premises, for the purpose of collecting and removing from the river, lumber, logs and other material and debris for use in or removed from structures at or near the said Bonneville Dam.

The said rights and privileges are hereby granted for the period ending December 31, 1937 and shall be exclusive to the party of the second part; provided the parties of the first part reserve the right to go upon said premises for the purpose of removing timber and timber products therefrom, such operation to be conducted in such manner as not to interfere with the free use of the premises by the party of the second part. The parties of the first part also reserve a right of way for road purposes to themselves and to their assigns.

It is Understood and Agreed that the parties of the second part have heretofore used the premises aforesaid and that the rental payment of One Hundred (\$100.00) Dollars is in full settlement for such use and occupation and in settlement of all damages or claims in favor of the parties of the first part against the party of the second part, by reason thereof.

It is Understood and Agreed that at the end of the term aforesaid, the party of the second part shall remove all materials, machinery, supplies and equipment, lumber, logs and debris which they have placed upon said premises and surrender the same in as good condition as received, ordinary use thereon in accordance with the character of operation by the party of the second part excepted.

It is specifically agreed that the party of the second part will not cut down any of the trees or timber standing upon said premises.

The parties of the first part grant unto the party of the second part an option to renew this lease upon the same terms and conditions for an additional term of One (1) year upon payment of the sum of One Hundred (\$100.00) Dollars in advance as rental therefor.

In case of a bona fide sale of the premises above described the parties of the first part or their vendee, may at their option terminate this lease. In such event the party of the second part shall be given notice thereof and shall vacate and deliver said premises to the parties of the first part or their vendee, within ninety (90) days thereafter. In case of such termination within original term hereby granted, there shall be no refund of the rental paid or any part thereof, but in case of a termination during the extended period under exercise of the option aforesaid, the parties of the first part will return to the party of the second part the rental paid for the extended term.

IN TESTIMONY WHEREOF, The parties have executed these presents in duplicate this 2 day of April, 1937.

John Tol (Seal)
Le Rene Tol (Seal)
Parties of the first part.

COLUMBIA CONSTRUCTION COMPANY

By C. P. Bedford
Assistant Secretary
Party of the second part

STATE OF WASHINGTON
County of Skamania. } ss.

I, L. H. Lowe, a Notary Public in and for said State, do hereby certify that on this 2nd day of April, 1937, personally appeared before me John Tol and Le Rene Tol, husband and wife, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and volun-

tary act and deed, for the uses and purposes therein mentioned.

(Notarial seal affixed)

L. H. Lowe
Notary Public for Washington,
residing at North Bonneville.

Filed for record April 5, 1937 at 8-10 a.m. by Raymond C. Sly.

Mahle D. Ross
Skamania County, Clerk-Auditor

#23937

Arden Farms Co. to S. B. Kent

ARDEN FARMS CO., a Delaware corporation, hereinafter designated the "Seller", agrees to sell, and S. B. Kent of North Bonneville, Wash., hereinafter designated the "Buyer", agrees to purchase the following described personal property, to-wit:

1 - Bobtail mechanically refrigerated fountain with nickel plated sink and drain board attached. 7', 9" long; 30" wide and 38½" high, complete with 6 syrup pumps, 2 crushed fruit jars, 2 draft arms.

subject to the following terms and conditions:

The Buyer agrees:

First: To pay Seller for said property the full sum of One Hundred Seventy (\$170.00) Dollars as follows:

The sum of \$_____ in cash upon the execution hereof, the receipt of which is hereby acknowledged, and the balance in installments at the times and in the amount following, to-wit:

\$10.00 payable May 1, 1937 and \$10.00 per month thereafter payable on the first day of each consecutive month for a period of seventeen months.
together with interest at the rate of -% per annum from the date hereof upon the full balance remaining unpaid, payable at the time of the payment of each of said installments.

Second: Not to sell, dispose of, loan or encumber, or attempt to sell, dispose of, loan or encumber said personal property in any way, or allow the same out of his possession, or remove the same from Skamania County, Washington or assign this agreement, without the written consent of the Seller.

Third: To pay promptly as and when they become due all taxes and charges, special or general, direct, indirect or otherwise, which may be levied or assessed, or be or become a charge upon or against the personal property herein described, or any part thereof.

Fourth: To exhibit said personal property to the Seller at all reasonable times upon request.

Fifth: To give immediate written notice to the Seller of any change of address or residence of the Buyer.

Sixth: To keep said personal property free and clear from any and all liens and encumbrances and in good repair and condition.

Seventh: To pay any and all expense incurred by the Seller in enforcing the terms of this agreement.

Eighth: That no damage to or loss of the personal property herein described, or any part thereof, shall release the Buyer from any provision of this agreement; and in the event of loss or destruction of or damage to the same, or any part thereof, the damage resulting therefrom shall be borne and assumed by the Buyer and in the event of such loss or damage, the Seller may, at its option, declare the whole of said purchase price and all sums payable hereunder immediately due and collectible hereunder and may at once commence suit or action to recover the same, without waiving any of the provisions hereof or any other remedy it may have hereunder; provided, however, that in the event of

Affixed
Notary Seal
by Mahle D. Ross
Clerk-Auditor
Skamania County, Wash.
by Arthur B. Biv. Myr. 1937