

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

any suit or action, the title to the property herein described shall not thereby vest in the Buyer, but shall remain in the Seller until it shall actually have received full payment of all of the sums payable hereunder.

Tenth: That any equipment or accessories placed upon said personal property during the life of this agreement shall be and become a component part thereof, and be included in the terms of this contract.

It is further agreed that:

If at any time while this agreement is in force the Buyer is indebted to the Seller on open account, any payment made by the Buyer to the Seller shall, at the option of the Seller, first be applied to the payment of such open account.

The Buyer has examined said property and accepts the same as in good condition, and the Seller makes no warranty in respect to the property other than that title will be vested in the Buyer upon compliance by the Buyer with the terms and conditions hereof.

Either party hereto may at its or his own cost and expense insure its or his interest in the personal property herein described, and in the event of loss or damage to said property, or any part thereof, covered by insurance so effected neither party hereto shall have any interest in or claim to the insurance or proceeds thereof so effected by the other party hereto.

Time is of the essence of this agreement; that upon the full performance by the Buyer of all of the terms and conditions of this agreement upon the Buyer's part to be kept and performed, the Seller will transfer said personal property to the Buyer, but until such time the title thereto, and each and every part thereof, shall be and remain in the Seller; and in the event of the failure on the part of the Buyer to make the payments herein provided for promptly as the same become due, or if the Buyer shall fail or refuse to perform any of the agreements upon the Buyer's part to be kept or performed, or if said property be sold or disposed of, or be attempted to be sold or disposed of, or leased, or removed from Skamania County, Washington, without the written consent of the Seller, or if the same, or any part thereof, is levied upon or attached, or if the Buyer shall become financially involved or insolvent, or if at any time the Seller shall deem itself insecure, then and in either or any <sup>such</sup> event the Seller may forthwith and without notice or demand exercise the following options, to-wit:

(a) Take and repossess all of said personal property wheresoever the same may be found and in doing so may break and enter into any premises wherein the same may be without being deemed guilty of trespass, and terminate this agreement, and thereupon all rights of the Buyer in said personal property by virtue of this agreement, or otherwise, shall at once cease and terminate and all payments theretofore made by the Buyer to the Seller hereunder shall be forfeited to and retained by the Seller as rental for the use of said property and as liquidated damages for the non-performance of this agreement, and the Buyer hereby releases all claim to recover any of said money; or

(b) Take and repossess all of said personal property and sell the same either at public or private sale, with or without notice to the Buyer, and apply the proceeds of said sale to the payment of the expenses of retaking possession and sale of said property, including a reasonable attorney's fee, and the remainder to the payment of any sums payable hereunder, and if sufficient be not realized to pay said expenses, attorney's fees, principal and interest, the Buyer agrees to pay any deficit remaining thereafter to the Seller upon demand; or

(c) Treat all of said purchase price and all other sums payable hereunder as immed-



lately due and collectible and take and repossess all of said personal property and bring suit or action to recover the sums payable hereunder but without waiving its title to said personal property until all of the sums payable hereunder shall have actually been paid; or

(d) Pursue any other legal or equitable remedy which it may have to enforce its rights hereunder.

In case suit or action is instituted to collect the sums payable hereunder or to recover said personal property or to enforce any right under this agreement, the Buyer will pay to the Seller such further sum, in addition to the costs and disbursements allowed by law, as the court may adjudge reasonable as attorney's fees in such suit or action. The buyer further agrees immediately to pay any and all collection fees and expenses that the Seller, or its assigns, may incur in the collection of the sums payable hereunder, even though no suit or action is instituted therefor.

No failure on the part of the Seller to exercise its rights upon any default on the part of the Buyer, and no delay in the exercise thereof, shall prevent the exercise thereof by the Seller at any time when the Buyer may continue so to be in default. No such failure, or delay, and no waiver of any default shall operate as a waiver of any future defaults or as a modification in any respect of this agreement.

This agreement may not be enlarged, modified or altered except by endorsement hereon, signed by the parties hereto.

If and whenever said property is to be attached to real property the Buyer shall give the Seller written notice thereof at the time of so attaching the same, with an accurate legal description of such real property, and the name and address of the owner thereof.

IN WITNESS WHEREOF, The parties hereto have executed this agreement at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 1937.

H. H. Buck,  
Witness

ARDEN FARMS CO.

By R. E. Campbell, Vice Pres.  
Seller

By S. B. Kent,  
Buyer

(ENDORSEMENT)

Notice is hereby given that the foregoing personal property is or will be placed upon the following described real property, to-wit:

North Bonneville Washington

but subject to full performance of all of the conditions of the foregoing agreement, and the right to remove the same upon breach of any of said conditions is hereby reserved.

ARDEN FARMS CO.

By R. E. Campbell, Vice Pres.

Filed for record April 14, 1937 at 11-55 a.m. by Grantor.

Mabel J. Torse  
Skamania County, Clerk-Auditor.

#24209

J.J. Akerill et al to West Coast Power  
Company

PRIVATE RIGHT OF WAY AND TREE TRIMMING PERMIT

Know All Men by These Presents, that J.J. Akerill, Sarah Akerill, and R.S. Akerill