

## Book 3 of Agreements &amp; Leases

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 1st day of March, A.D. 1948.

John M. Jessup  
John M. Jessup Jr.

John M. Jessup

Mary Jessup

Mary Jessup

Patrick C. Hogan

Patrick C. Hogan

Kenneth M. Grasseth

Kenneth M. Grasseth

Filed for record June 17, 1948 at 9:55 a.m. by Hogan & Grasseth.

*John C. Wadsworth*  
Skamania County Auditor.

#38086

Archie Ray Rose & wife to Shell Oil Company

MEMORANDUM OF LEASE

THIS INDENTURE, made and entered into this 17th day of May, 1948, by and between ARCHIE RAY ROSE and CECIL AUDREY ROSE, his wife of North Bonneville, Washington, hereinafter called the Lessor (whether one or more) and SHELL OIL COMPANY, Incorporated, a Corporation, hereinafter called "Shell."

WITNESSETH

That for the term and upon the terms and conditions set forth in Service Station Lease bearing date May 17, 1948, from the Lessor to Shell, the Lessor has leased, demised, and let, and does hereby lease, demise and let un to Shell the following described real property, situated, lying and being in the City of North Bonneville, County of SKAMANIA, State of Washington, more particularly described as follows, to-wit:

Beginning at a point on the Southerly line of the Evergreen Highway, which said point is North 81° 00' West 750 feet from a point which is South 1257 feet and West 38.93 feet from the common corner of Sections 15, 16, 21 and 22, in Township 2 North of Range 7 East of the Willamette Meridian, and running thence North 81° 00' West, along said Highway, 50 feet; thence South 9° 00' West 100 feet; thence South 81° 00' East 50 feet; and thence North 81° 00' East 100 feet to the place of beginning, said tract being designated as Lot 7, in Block 4, of the unrecorded plat of the town of North Bonneville, Skamania County, Washington.

ALSO Beginning at a point on the Southerly line of the Evergreen Highway, which said point is North 81 degrees 00' West 800 feet from a point which is South 1257 feet and West 38.93 feet from the common corner of Sections 15, 16, 21 and 22, in Township Two (2), North of Range (7) East of the Willamette Meridian, and running thence South 9° 00' West 100 feet; thence North 81° 00' West 51.3 feet; thence North 9° 34' 30" East 100 feet to a point on the Southerly line of said highway which is 50 feet from the place of beginning and thence South 81° 00' East 50 feet to the place of beginning, said tract being designated as Lot Eight (8), in Block Four (4), of the unrecorded plat of the Town of North Bonneville.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed, as of the day and year first above written.

Cecil Audrey Rose  
CECIL AUDREY ROSE

Archie Ray Rose  
ARCHIE RAY ROSE

WITNESS  
F.L. Lee

SHELL OIL COMPANY  
Incorporated

By P. G. Drew

STATE OF OREGON  
COUNTY OF MULTNOMAH

ss.

On this \_\_\_\_ day of June, A.D. 1948, before me, R. C. McCormick, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared F. L. Lee, personally known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says: That he resides in Stevenson, Wn, and that he was present and saw

Gecil Audrey, Rose, Archie Ray, Rosa, personally known to him to be the same person (s) whose name (s) are subscribed to the within and annexed Instrument, execute and deliver the same, and they acknowledged to said affiant that they executed the same, and that said affiant subscribed his name thereto as a Witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the said county the day and year in this certificate first above written.

(Notaria, seal affixed)

R. C. McCormick  
Notary Public in and for said County  
and State.  
My Commission Expires June 19, 1949.

Filed for record June 29, 1948 at 10:26 A.M. by F. L. Lee.

*James C. Williams*  
Skamania County Auditor.

#38132

F. L. Lee to Archie Ray Rose

CONTRACT OF CONDITIONAL SALE

THIS CONTRACT, made between F. L. Lee, hereinafter called "Seller" and Archie Ray Rose, hereinafter called "Buyer" who conducts a service station at North Bonneville, Washington, hereinafter called "Buyer's Premises",

WITNESSETH:

1. Buyer hereby agrees to purchase from Seller the following described personal property hereinafter called "equipment",

- 2 - Service Station Pumps Serial Nos. 200750 - 203243
- 2 - 2550 Gallon underground storage tanks
- 1 - Air Compressor Model W-3108-H Serial No. MC-71025
- 1 - Hoist PJ 1888
- 4 - 30-Gallon Hi-boys
- 1 - Truck Tank

and to pay therefor in lawful money of the United States the total purchase price of \$2296.78 (which includes applicable taxes) as follows:

1.00¢ per gallon of gasoline delivered to Buyer's premises, payable by the 25th day of each month thereafter until the balance of \$2296.78 has been paid in full.

2. Buyer hereby acknowledges receipt of said equipment in good condition and agrees not to sell, attempt to sell or otherwise dispose of said equipment, nor to take the same out of the State of Washington, nor permit the same to be removed from the Buyer's possession except upon the written consent of Seller, Buyer further agrees not to create any lien or charge of whatsoever nature against said equipment for either storage, repairs or otherwise.

3. No warranties, express or implied, representations, promises or statements concerning said equipment have been made by Seller to Buyer, and none shall be applicable to this transaction unless endorsed hereon.

4. Should any loss, damage or injury result to said equipment from any cause whatsoever, such loss, damage or injury shall not relieve Buyer from the obligation to purchase and pay for the same according to the terms of this contract, and Buyer assumes all risk of loss and shall not recover any payments made under the provisions hereof.

5. In the event that Buyer should at any time make default in the payment of any of said amount when due, or fail to perform any of the conditions and covenants herein contained or shall become financially involved or insolvent, Seller or its assigns, may without notice to Buyer declare any and all payments herein provided for to be due and payable at once, or may terminate this contract and immediately take possession of said equipment wherever found, without process of law, using all necessary force to do so, retaining as compensation for depreciation in value and for the use of said equipment, all payments