

THE FOREGOING CONTRACT IS APPROVED

BANK OF STEVENSON, TRUSTEE

By Geo. F. Christensen
PRESIDENT

WHEREAS, P. S. C. WILLS, PARTY OF THE FIRST PART, NAMED IN THE FOREGOING AGREEMENT BETWEEN P. S. C. WILLS AND STEVENSON WATER COMPANY, HAS THIS DAY EXECUTED AND DELIVERED TO FANNIE A. ARNOLD AND ALEX McKEIGHAN HIS CERTAIN INDENTURE OF MORTGAGE BEARING DATE APRIL 30TH, 1927 TOGETHER WITH NOTES THEREIN MENTIONED IN THE AGGREGATE SUM OF \$2900.00 AND NUMBERED ONE TO THIRTY INCLUSIVE; AND

WHEREAS, IT IS PROVIDED IN SAID MORTGAGE THAT THE FOREGOING CONTRACT SHALL BE ASSIGNED TO THE MORTGAGEES THEREIN NAMED AS FURTHER AND ADDITIONAL SECURITY FOR THE PAYMENT OF SAID PROMISSORY NOTES.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE SUM OF \$1.00 TO HIM IN HAND PAID THE SAID P. S. C. WILLS TRANSFERS, ASSIGNS, AND SETS OVER UNTO FANNIE A. ARNOLD AND ALEX McKEIGHAN THE WITHIN AND FOREGOING CONTRACT BEARING DATE THE 30TH DAY OF APRIL, 1927 MADE AND EXECUTED BY AND BETWEEN P. S. C. WILLS, PARTY OF THE FIRST PART AND STEVENSON WATER COMPANY, PARTY OF THE SECOND PART THEREIN, AND DOES HEREBY AUTHORIZE THE TREASURER OF THE STEVENSON WATER COMPANY TO PAY UNTO THE SAID ASSIGNEES ALL SUMS OF MONEY WHICH MAY GROW DUE HIM UNDER THE TERMS OF SAID CONTRACT UNTIL THE MORTGAGE ABOVE REFERRED TO SHALL HAVE BEEN FULLY PAID, SATISFIED AND DISCHARGED.

IT IS UNDERSTOOD AND AGREED THAT THIS ASSIGNMENT IS GIVEN AND TAKEN AS COLLATERAL SECURITY ONLY AND THAT ALL PAYMENTS HEREUNDER SHALL BE CREDITED UPON THE NOTES MENTIONED IN THE ABOVE DESCRIBED MORTGAGE AND THAT UPON FULL PAYMENT THEREOF SAID AGREEMENT SHALL BE RE-ASSIGNED TO THE SAID P. S. C. WILLS HIS HEIRS OR ASSIGNS.

DATED THIS 30TH DAY OF APRIL, 1927.

P. S. C. WILLS

FILED FOR RECORD MAY 5, 1927 AT 11:55 O'CLOCK A. M. BY W. A. ARNOLD.

W. A. Arnold
COUNTY AUDITOR

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14273 NORTHWESTERN EQUIPMENT CO TO SKAMANIA LOGGING COMPANY

INDENTURE MADE THIS SIXTH DAY OF AUGUST, 1927, BETWEEN NORTHWESTERN EQUIPMENT CO., HEREINAFTER CALLED "LESSOR", PARTY OF THE FIRST PART, AND SKAMANIA LOGGING COMPANY, HEREINAFTER CALLED "LESSEE," PARTY OF THE SECOND PART;

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS; LESSOR HEREBY LEASES TO LESSEE, AND LESSEE HEREBY HIRES FROM LESSOR THIRTY (30) SETS OF SOLID SIDE FRAME TRUCKS, HIGH AND LOW DRAWBAR, NUMBERED 100 TO 159, INCLUSIVE, AND LETTERED S. L Co., TO BE DELIVERED BY LESSOR TO LESSEE AT VANCOUVER, WASHINGTON, ON AUGUST 6, 1927, UNLESS DELAYED BY STRIKES, FIRES, ACCIDENTS OR UNAVOIDABLE OCCURRENCES, FOR A TERM COMMENCING ON DELIVERY AND ENDING AUGUST 1ST, 1928, AT AND FOR A RENTAL OF \$40,500.00 PAYABLE AT THE OFFICE OF THE LESSOR IN THE CITY OF PORTLAND, AS FOLLOWS; \$5,000.00 CASH, AND THE BALANCE COVERED BY TEN PROMISSORY NOTES, EACH IN THE AMOUNT OF \$3,550.00, FALLING DUE MONTHLY FROM NOVEMBER 1ST, 1927, WITH INTEREST ON EACH OF SAID DEFERRED PAYMENTS OF RENTAL AT THE RATE OF SIX PER CENT. PER ANNUM FROM DATE UNTIL PAID.

AS EVIDENCE OF ITS OBLIGATION TO MAKE SAID PAYMENTS OF RENTAL, LESSEE SHALL EXECUTE AND DELIVER TO LESSOR FORTHWITH TEN PROMISSORY NOTES PAYABLE TO LESSOR AS FOLLOWS;

TEN (10) NOTES ALL DATED AUGUST 6TH, 1927, EACH IN THE AMOUNT OF \$3550.00, BEARING INTEREST AT THE RATE OF 6%, FALLING DUE AS FOLLOWS: NOV 1, 1927; DEC. 1, 1927; JAN 1, 1928, FEB. 1, 1928, MAR. 1, 1928, APR. 1, 1928, MAY 1, 1928, JUNE 1, 1928, JULY 1 1928 AND AUGUST 1, 1928. IF FOR ANY REASON IT BECOMES NECESSARY TO EXTEND THE TIME OF PAYMENT OF ANY OF THE ABOVE NOTES, A NEW NOTE WILL BE GIVEN PROVIDING FOR THE NECESSARY TIME EXTENSION AND SAID NOTE SHALL THEN BECOME A PART AND PARCEL OF THIS LEASE.

LESSEE COVENANTS THAT IT WILL KEEP SAID TRUCKS IN FIRST CLASS REPAIR AND WORKING ORDER DURING THE TERM OF THIS LEASE; THAT IT WILL NOT REMOVE SAME FROM SKAMANIA COUNTY, WASHINGTON, OR ASSIGN THIS LEASE WITHOUT THE CONSENT IN WRITING OF THE LESSOR, AND THAT IT WILL UPON THE TERMINATION OF THIS LEASE, RETURN AND SURRENDER POSSESSION OF SAID TRUCKS TO LESSOR AT VANCOUVER, WASHINGTON, IN AS GOOD CONDITION AS WHEN TAKEN, ORDINARY WEAR AND TEAR EXCEPTED.

LESSOR AGREES THAT LESSEE MAY, AT THE EXPIRATION OF THIS LEASE AND WITHIN TEN DAYS THEREAFTER, PROVIDED; IT SHALL HAVE PROMPTLY AND DULY PAID THE ENTIRE RENTAL HEREIN SPECIFIED AND SHALL HAVE PERFORMED ALL THE OTHER CONDITIONS AND COVENANTS HEREOF, AND SHALL HAVE PAID FOR ALL EXTRA PARTS AND REPAIRS FURNISHED OR MADE BY LESSOR DURING THE TIME HEREOF, ELECT TO PURCHASE SAID TRUCKS FOR THE SUM OF ONE DOLLAR, AND IF LESSEE SO ELECTS AND SO NOTIFIES LESSOR, SAID TRUCKS SHALL, UPON PAYMENT OF SAID SUM, BECOME AND BE THE PROPERTY OF THE LESSEE AND LESSOR WILL EXECUTE A BILL OF SALE THEREOF.

IN CASE OF ANY BREACH OF THIS AGREEMENT BY THE LESSEE, ARISING BY FAILURE OF SAID LESSEE TO PAY RENT AS THE SAME BECOMES DUE OR OTHERWISE, THE LESSOR MAY, AT HIS OPTION, FORTHWITH TERMINATE THIS LEASE, AND MAY ENTER UPON THE PREMISES OF THE LESSEE AND RETAKE POSSESSION OF THE SAID TRUCKS WHEREVER FOUND, AND SAID LESSEE HEREBY AGREES TO SAID LESSOR'S ENTRY AND RETAKING POSSESSION, AND RELEASES SAID LESSOR FROM ANY CAUSE OF ACTION WHICH THE LESSEE MIGHT OTHERWISE HAVE ON ACCOUNT OF SAID ENTRY OR REMOVAL OR RETAKING OF POSSESSION.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

(CORPORATE SEAL)

NORTHWESTERN EQUIPMENT CO.
BY E. G. CHANDLER, PRES.

SKAMANIA LOGGING COMPANY
BY PETER CONNACHER, PRST.

STATE OF OREGON
COUNTY OF MULTNOMAH SS

ON THIS 6TH DAY OF AUGUST, 1927, BEFORE ME APPEARED E. G. CHANDLER, TO ME PERSONALLY KNOWN, WHO BEING DULY SWORN DID SAY: THAT HE IS PRESIDENT OF NORTHWESTERN EQUIPMENT CO., A CORPORATION INCORPORATED, ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF OREGON, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS; AND SAID E. G. CHANDLER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS, THE DAY AND YEAR FIRST IN THIS, MY CERTIFICATE WRITTEN.

(NOTARIAL SEAL)

JULIA MULLINS
NOTARY PUBLIC FOR OREGON, MY COMMISSION
EXPIRES JAN. 6, 1929

FILED FOR RECORD AUG. 12, 1927 AT 9:30 A. M. AT REQUEST OF NORTHWESTERN EQUIPMENT CO.

J. C. ...
COUNTY AUDITOR
BY *W. H. ...* DEPUTY