

14606

## BASCHE SAGE HARDWARE CO. to SECURITY CONSTRUCTION CO.

## Lease and Option.

This Agreement made and entered into this 15th day of July, 1926, by and between Basche Sage Hardware Company, a corporation, organized, existing and doing business under and by virtue of the laws of the State of Oregon, with its principal office and place of business in the City of Baker, Baker County, Oregon, hereinafter referred to as lessor, and Security Construction Company, a corporation, organized and doing business under and by virtue of the laws of the State of Oregon, with its principal office and place of business in the City of LaGrande, Union County, Oregon, hereinafter referred to as the lessee, WITNESSETH:

That in consideration of the covenants herein contained on the part of the lessee to be kept and performed, the lessor does hereby lease, demise and let unto the said lessee the following described personal property, to-wit:

One certain W. K. 314 Sullivan portable compressor situate at the Clover Creek Mine in Baker County, Oregon.

To Have and To Hold unto the said lessee for the term of four months from the 15th day of July, 1926, to the 15th day of November, 1926, the said lessee paying as rental therefor the sum of \$1,000.00 in gold coin of the United States of America in full for the rental of said personal property for said period, and the said lessee covenants and agrees to and with the said lessor to pay the said rental in manner as follows, to-wit

The sum of \$250.00 on the date of the execution of this instrument, the receipt whereof is hereby acknowledged, and the balance thereof, in the sum of \$750.00, in three equal monthly payments of \$250.00 each, payable as follows:

\$250.00 on or before the 15th day of August, 1926, and the additional sum of \$250.00 on the 15th day of each and every month thereafter until said sum of \$1,000.00 shall have been paid in full, provided, however, and it is hereby expressly agreed that in the event that said lessee desires to lease said personal property for an additional period of time from and after the 15th day of November, 1926, that it is agreed by and between the parties hereto that the said lessee may continue to lease said personal property for such additional time as it sees fit, provided, and it is hereby agreed that the said lessee shall pay unto the said lessor the sum of \$250.00 in advance for each additional month, or fraction thereof, after said 15th day of November, 1926, that said personal property is retained in the possession of the lessee and until said personal property is delivered unto the lessor, as hereinafter provided.

It is further agreed by and between the parties hereto that said portable compressor shall be delivered unto the lessee by the lessor at the Clover Creek Mine in Baker County, Oregon, and that the lessee shall accept delivery at said place.

It is further agreed that upon the expiration of this lease or any termination thereof of the said lessee shall deliver said personal property unto the lessor at the warehouse of the lessor in the City of Baker, Baker County, Oregon.

In consideration of the premises and of the covenants on the part of the lessee to be kept and performed as herein set forth the said lessor does, by the execution of this instrument, give and grant unto the said lessee the option to purchase the personal property above described at any time on or before the 15th day of October, 1926, for the sum of \$2300.00, and in the event of the exercise of said option by said lessee, it is understood and agreed between the parties hereto that any sum of money paid under this agreement as rental shall be applied on the purchase price of said personal property, It

is further agreed by and between the parties hereto that in the event the said lessee exercises said option of purchase it shall notify the lessor in writing of its exercise of said option, in which event it is agreed that the said lessee may pay the purchase price of said personal property at the rate of \$350.00 per month, payable in advance, provided that interest shall be paid upon all deferred payments at the date the same become due, at the rate of 8% per annum until the same are paid, and provided further that title to said personal property in the event of the exercise of said option, as aforesaid, shall be and remain in the lessor until the entire amount of the agreed purchase price shall have been paid in full.

The lessee, for itself, its successors and assigns, covenants and agrees that it will, at the expiration of said term or any sooner termination of this lease, deliver said personal property unto the said lessor in as good order and condition, reasonable use and wear thereof excepted, as the same now is or may be put in by the said lessor or by the said lessee.

This agreement is upon the condition that if the said lessee, its successors or assigns, shall neglect or fail to keep and perform any or either of the covenants herein contained, which on its part are to be kept and performed, then and in either of said events said lessor, or those having its estate in said personal property may lawfully, immediately or at any time thereafter and while said default continues, without notice or demand, enter into and upon the premises where said personal property may be and repossess itself of said personal property without being taken or deemed guilty in any manner of trespass and without prejudice to any means which might otherwise prejudice to any means which might otherwise be used for breach of any of the covenants herein contained.

In Witness Whereof, the parties hereto have caused these premises to be executed by its duly authorized officers and their several corporate seals to be hereunto affixed the day and year first hereinabove written.

In the presence of:  
Blaine Hollock  
James H. Nichols

Blaine Hollock  
James H. Nichols

Basche-Sage Hardware Co.  
By D. M. French, President  
Lessor

Security Construction Co.  
By W. C. Sturgill, Secretary  
Lessee.

May 20, 1927 Interest paid to May 15, 1927 \$173.33  
July 30, 1927 on Principal \$1,000.00 - Balance Due \$1,600.00

Filed for record January 11, 1928 at 9-40 o'clock A. M. by Basche Sage Hwd. Co.,  
J. C. Hedder  
County Auditor.