

14684

Memorandum of Agreement

THIS CONDITIONAL CONTRACT OF SALE, made between SHELL COMPANY OF CALIFORNIA, first party, and W. A. ARNOLD, STEVENSON, Wash., second party.
W I T N E S S E T H

1. The second party hereby agrees to purchase from the first party the personal property (EQUIPMENT) hereinafter described, and will pay therefor in Gold Coin of the United States the total purchase price of \$32.10, as follows: \$3.05 upon the signing of this contract, and the balance of \$29.05 payable as follows:
\$5.00 on March 10, 1928, four payments of \$5.00 each to be paid on the tenth of each month thereafter, and one final payment of \$4.05, until the balance of \$29.05 has been paid in full.

2. The party of the second part has the privilege of paying the balance of this contract in full at any time during the life of this agreement.

3. The second party hereby acknowledges receipt of said property and agrees not to sell, attempt to sell or otherwise dispose of said property, nor to take the same out the State of Washington, nor permit the same to be removed from the second party's possession, except upon the written consent of the first party. The second party further agree not to permit said property to be attached or replevied, nor will he have or create any lien or charge against the same for either storage, repairs or otherwise, and will pay all personal taxes that may be assessed thereon when the same become due.

4. The second party agrees to keep the property insured free of charge to the first party, against fire equal to the aggregate of the deferred payments, so long as any of said payments shall remain unpaid, the insurance to be payable to the first party or its assigns as their interest may appear and the policy to be delivered to the first party and held by it or its assigns until this contract is fully discharged.

5. In case the first party or its assigns shall employ an attorney to recover either the property or collect any unpaid balance due under this contract, the second party promises to pay such an additional sum as and for attorney's fees as may be reasonable. The second party further promises to pay to the first party or its assigns any expense that the first party may incur in recovering possession of the said property, or collecting any unpaid balance due under this agreement, in the event that the second party fails to perform any of the promises and covenants to be performed by the second party.

6. Should any loss or damage or injury result to the said property, from any cause whatsoever, such loss, damage or injury shall not relieve the second party from the obligation to purchase and pay for the same according to the terms of this contract, and said second party assumes all risk and shall not recover any payments made by virtue hereof.

7. In the event that the second party should at any time, contrary to the provisions of Paragraph 5 hereof, use or permit to be used, said equipment for any other purpose than the storing and handling of products supplied by the first party, or should cease for thirty days to handle products secured from the first party, or make default in the payment of any of the said several amounts when due, or fail to perform any of the conditions and covenants herein contained, or shall become financially involved or insolvent, the first party or its assigns, at its election, may without notice declare any and all payments herein provided for to be due and payable at once, or may, without notice terminate this contract and immediately take possession of said equipment whenever found, without process of law, using all necessary force to do so, retaining as compensation for depreciation in value and for use of said equipment, all payments previously made by the second party, and second party hereby waives and relinquishes all rights to the money so paid.

8. The title to the said property shall remain in the first party until all of the said payments are made, and all conditions herein contained fully complied with. Upon the full performance of all the said conditions and promises by the second party, the first party or assigns will execute to the second party a Bill of Sale to the said property.

9. Time is expressly made of the essence of this contract.

10. As a part of this contract of conditional sale, it is further agreed that in the event the first party shall in good faith assign and transfer this contract, and the moneys payable hereunder, to a third party, then the second party shall be precluded from in any manner attacking the validity of this contract on the grounds of fraud, duress, mistake, want of consideration, or failure of consideration or upon any other ground, and all moneys payable under this contract by the party of the second part shall be paid to such assignee or holder without recoupment, set-off or counter-claim of any sort whatsoever.

11. Said party of the second part has no assignable interest in this contract or any part thereof, and shall make no attempt to assign the same, and any attempt to so assign shall be null and void and of no force or effect, and no right, title or interest shall vest in his assignee.

12. The second party agrees that the said equipment shall be used for the sole purpose of storing and handling the products supplied by the first party, until the payment in full of the purchase price, and the performance of all the other terms and provisions hereof, all at the times and in the manner herein provided, and thereafter unless or until all descriptions, insignia, colors and markings indicating or tending to indicate that the same is used for the storing or handling of products supplied by the first party are effectually removed and obliterated therefrom.

13. This contract is executed in duplicate of which one copy is delivered to the first party and the other copy is delivered to the second party.

14. Said property is described as follows: J B 2 - Model 308 Lub. Oil Containers
@ \$16.05 ea. \$32.10. Block 8 Township of Stevenson, Wn.

Dated the day of , 19

Made by KWR

(Vendee) W. A. Arnold

Checked by DN

By Jesse Benson

Approved by Pot

(Vendor) SHILL COMPANY OF CALIFORNIA.

By DE Ferber

Divisional Manager.

Filed and recorded Mar. 6, 1928 at 11 o'clock A.M.

H. C. E. H. H.
Auditor..

14699

J. B. Harrauff, et ux to O. B. Conrad

KNOW ALL MEN BY THESE PRESENTS, That J. B. Harrauff and Julia Harrauff, husband and wife, parties of the first part for and in consideration of the rentals as herein-after provided do hereby LEASE and LET unto O. B. Conrad, party of the second part for the terms of eight (8) years from the 1st day of January, 1928 the following described real property in Skamania County, Washington, to-wit:

Parcel No. 1--A tract of land described by metes and bounds as follows: Beginning at a point 733 ft. west of the SE corner of the southwest quarter of the southeast quarter of section 27 in township 3 North of Range Nine E.W.M.; thence N. 86 feet to the north line of State Road Route No. 8, thence south 88 degrees 44' west 50 feet along said State Road Route #8 to a point of beginning for the land herein described; thence south 88 degrees 44' along said Road Route #8 300 feet; thence north 1 degree 16' west 25 feet; thence in a northeasterly direction along Oak Hill road 316 feet, more or less, to a point 125 feet north 1 degree 16' west of the point of beginning, being a tract of land containing 6 lots, number 1 to 6, inclusive, each lot containing 33 x 125 feet together with one fraction of a lot being 6/10 of one of the 33/125 lots,

Parcel No. 2--A tract of land described by metes and bounds as follows, beginning at a point 733 feet west of SE corner of the SW quarter of the SE 1/4 of Sec. 27, Twp 3 North of range 9 East of W.M. thence N. 85 feet to the north line of State Road Route No. 8, thence south 88 degrees 44' West 17 ft. thence 1 degree 16' West 125 feet, thence north 88 degrees 44' east 132 feet, thence south 1 degree 16' east 125 feet to north line of said State Road Route No. 8, thence south 88 degree 44' West along said State Road Route No. 8 115 feet to place of beginning.

As for rental of said property the party of the second part promises to pay before delinquency all taxes levied against said property during the terms aforesaid, including the taxes for 1927 payable on or before June 1, 1928.

The said party of the second part further promises and agrees that he will punctually pay all taxes before delinquency and that at the end of said term will quit and surrender said premises; and in case of failure to pay the taxes at or before delinquency the parties of the first part may terminate this lease, and immediately thereafter take possession of said premises and evict therefrom the said party of the second part or any persons holding under him and in case of such termination of this lease the party of the second part promises and agrees to quit and surrender said premises to the parties of the first part.

In Testimony Whereof the parties have executed these presents in duplicate this 20th day of February, 1928.

J. B. Harrauff (SEAL)

Julia Harrauff (SEAL)

STATE OF WASHINGTON)

COUNTY OF SKAMANIA) ss

I, Laura J. Wallace, a Notary Public in and for said State, do hereby certify that on this 23rd day of February, 1928, personally appeared before me J. B. Harrauff and Julia Harrauff to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free