

#15864
DEER ISLAND LOGGING CO. TO COLUMBIA LOGGING CO.

KNOW ALL MEN BY THESE PRESENTS that Deer Island Logging Company, a Washington corporation, hereinafter called the "Seller", agrees to sell and C. L. Osborne and C. W. Osborne, doing business as Columbia Logging Company, with principal office and place of business at Portland, Oregon, hereinafter called the "Buyers", agree to buy the following described property, to-wit:

One 12 $\frac{1}{2}$ x 12 Tacoma Yarder, Engine No. 1354, equipped with a new sled, tank and fairleads.

This contract is made upon the following terms and conditions:

(1) The Buyers acknowledge receipt of said property as above described in good order and condition and in consideration of the receipt thereof agree to pay the Seller, as the purchase price thereof, the sum of Twenty-five Hundred Dollars, payable in the manner following:

Five Hundred Dollars (\$500) at the time of execution of this contract, the receipt whereof is acknowledged by the Seller, and the balance of said purchase price, namely, Two Thousand (\$2000), in monthly installments of not less than One Hundred and Fifty Dollars (\$150) each, the first installment to be paid on June 24, 1929, and further installments on the 24th day of each month thereafter until the full purchase price is paid. All the deferred payments shall bear interest from the date hereof until paid at the rate of seven per cent (7%) per annum, interest payable on the due date of each installment as above specified.

(2) Title shall not pass until the full purchase price and all interest thereon, and any and all other sums which may become due under this contract shall have been paid in full.

(3) Should the Seller employ an attorney to enforce any of its rights under this contract, the Buyers promise to pay and there shall immediately become due and payable from the Buyers to the Seller a reasonable attorney's fee, or if prohibited, the amount prescribed by law.

(4) Neither the loss of, injury to, nor destruction of said property, nor renewals or extensions of this contract, nor the institution of suit or procurement of judgment thereon, nor the hypothecation, assignment or discounting of this contract, shall operate as payment, or as a transfer of title to the Buyers, or in any manner to release said Buyers from any obligation hereunder.

(5) The Buyers agree, during the continuance of this contract, to use said property in a careful and prudent manner, to pay and discharge all taxes and charges which may be levied or assessed thereon, and to make any and all repairs thereon which may be necessary to keep said property and its equipment in as good condition as they now are, reasonable use and wearing thereof excepted, and to keep said property free and clear of all liens and encumbrances and to keep said property insured at all times in an amount equal to the unpaid balance of the purchase price thereof in a company and by a policy or policies satisfactory to the Seller, against loss by fire, the loss, if any, payable to the Seller, and to deliver said policy or policies to the Seller upon the execution of this contract.

(6) Should the Buyers fail to do or perform any acts or things required to be done by them under any of the terms hereof the Seller may at its option do and perform any of such acts or things on behalf of the Buyers, and all moneys advanced or paid by the Seller (except as specified in Paragraph 10 hereof) in so doing, shall be added to and be deemed a part of the balance due hereunder and shall bear interest at a like rate.

(7) Should the Seller desire or be required to make any written demand upon the Buyers, or to give them any notice under the provisions of this contract respecting this contract or said property, said demand and/or notice shall be deemed to be given and/or made and communicated, upon the same being deposited in any post office in a sealed envelope addressed to the Buyers at 1116 Yeon Building, Portland, Oregon, and with postage thereon prepaid.

(c) The Buyers agree not to remove said property from Skamania County, Washington, without the written consent of the Seller.

(1) At the option of the Seller the Buyers shall be deemed in default; (a) If Buyers fail to do or perform any of the acts or things, or to make any of the payments required by this contract at the times or in the manner herein specified, or (b) If said property is levied on or seized by any public officer, or (c) If Buyers become bankrupt or insolvent or if a petition in bankruptcy is filed by or against them, or (d) If at any time Seller shall deem the said property or Seller's interest therein, insecure. In the event of the happening of any of the above contingencies Seller may at its option, without demand or notice, exercise any of the following remedies:

1. It may without notice elect to treat the entire remaining balance of the purchase price and interest, due and payable immediately and sue therefor, or

2. It may without demand for performance or notice, retake possession of said property and may at public or private sale, with or without notice, with or without having the property at the place of sale, and upon such terms and in such manner as it may determine, sell the said property (Seller being permitted to bid at any public sale) and after deducting all expenses (including reasonable attorney's fee) incurred therein, credit the net proceeds of the sale to the unpaid balance due hereunder; any overplus shall be paid to Buyers and Buyers agree to pay to Seller any deficiency remaining under this contract after such re-sale is completed and the proceeds applied as herein provided, or

3. It may take possession of said property wherever and whenever found and with or without notice or demand may elect to treat Buyers in default, and in such event all of the rights, titles and equities of the Buyers in said property shall immediately cease and determine and Seller shall be released from all obligation to transfer or deliver said property to the Buyers and sums of money theretofore paid by the Buyers to Seller hereunder shall remain the property of Seller and shall be considered compensation for the use, wear and tear and depreciation of said property, or

4. It may avail itself of any of the remedies for the enforcement of the Seller's rights under an agreement such as this, as provided by the laws of the State of Washington.

(10) The Seller shall have the right to assign or transfer or negotiate this contract and the property embraced therein. Upon the assignment or transfer or negotiation of this contract, the payments herein required to be made shall be made by the Buyers without deduction or set-off of any kind by reason of any liability, claim, or demand now or hereafter existing in favor of Buyers against Seller, and the Buyers waive all rights which they might have by reason thereof to make any defense, counter-claim, or cross complaint to any demand or action brought or taken to recover any payment due under this contract or to recover said property, and the Buyers agree that any claims or demands which they may have against the Seller will be settled independently of any action by the assignee or endorsee against the Buyers. If the Seller assigns this contract and if the Buyers should be or become in default in the performance of any of their obligations herein, the Seller may perform any of such obligations or make any delinquent payments, and Seller shall,

notwithstanding such assignment or negotiation, be entitled to recover from Buyers and Buyers agree to pay all sums advanced or paid by Seller in connection with the performance by it of said obligations or delinquent payments, with interest thereon at seven per cent per annum until paid.

(11) Time and each of the terms and conditions hereof is expressly declared to be of the essence of this agreement.

(12) No warranties of any kind have been made by the Seller unless endorsed herein in writing over Seller's signature.

(13) Any portion of this contract prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract.

IN WITNESS WHEREOF the parties have executed this agreement in duplicate this 24th day of June 1929.

Witnesses:

J. A. Walker (Corporate Seal)
B. Vaughan.

DEER ISLAND LOGGING COMPANY

By Edward Murphy, President.

Attest: Percy Allen, Secretary

C. L. Osborne

Clyde W. Osborne

Doing business as Columbia
Logging Company.
1116 Yeon Building, Portland, Oregon.

STATE OF OREGON) ss.
County of Multnomah)

On this 24th day of June 1929, before me, appeared Edward Murphy and Percy Allen, both to me personally known, who being duly sworn, did say that he, the said Edward Murphy is the President, and he, the said Percy Allen is the Secretary of Deer Island Logging Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Edward Murphy and Percy Allen acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY 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)

W. C. PETERSON,
Notary Public for Oregon
My commission expires: October
10, 1932.

Filed for record August 7, 1929 at 11:15 A. M. by Carey and Kerr.

G. C. Chesser, County Auditor.

By Nelda J. Fosse Deputy.

#15873
ALBERT M. DOUGLASS TO A. L. DOUGLASS

In consideration of the sum of One Dollar to me in hand paid, I hereby Transfer, Convey, and Quitclaim unto A. L. Douglass, all my right, title and interest in and to the following described personal property, to-wit:

One 1925 5-Ton International Truck, engine #6991, serial number 1141, also
One 1925 5-Ton International Truck, engine #3815, serial number 1213.

Dated this 13th day of August 1929.

ALBERT M. DOUGLASS

Filed for record August 13, 1929 at 11:15 A. M. by A. L. Douglass.

G. C. Chesser, County Auditor.

By Nelda J. Fosse Deputy.