

Book 4 Agreements and Leases

hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and revest in the seller, without any declaration of forfeiture, or act of re-entry, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible abstract company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon permanently attached hereto and countersigned by the seller, and no agreement or condition or relations between the buyer and his assignee, or any other person, acquiring title or interest from or through him shall preclude the seller from the right to convey the premises to the buyer or his assigns, on the payment of the unpaid portion of the purchase money which may be due to the seller.

Abstract or title insurance and fire insurance policies to remain in possession of the seller until final payment is made.

IN WITNESS WHEREOF, The seller and buyer have signed and delivered this agreement in duplicate, the day and year first above written.

Witnesses

Claude D. Farnsworth,
Seller.

Alfred Page

Joseph A. Gaines

Virgil L. Barnett

Mildred J. Gaines

Buyer.

No. 214 TREASURER'S OFFICE. PAID OCT 30 1951 Excise Tax: Exempt. MABEL J. JETER, TREAS.
SKAMANIA COUNTY.

Filed for record October 30, 1951 at 1-00 p.m. by Joe Gaines.

John C. Gustafson
Skamania County Auditor

#43169

McCoy Auto Co. To Consolidated School District #31.

RENTAL AGREEMENT

THIS AGREEMENT made and entered into this 17 day of October, 1951, by and between McCoy Auto Company of Vancouver, Washington, hereinafter called the Lessor, and Consolidated School District #31, Cocks, Washington, hereinafter called the Lessee, WITNESSETH:

That the Lessee and Lessor for the consideration hereinafter named agree as follows:

Under general conditions of this lease, the Lessor in consideration of the payment of the rentals hereinafter described as and when due, hereby leases to the Lessee, and the Lessee rents from the Lessor, the following described equipment, to-wit:

ONE NEWWHITE SCHOOL BUS, Model WC20B, Motor 130A-3940, Serial No. 397569 equipped with Superior school bus body.

This equipment is furnished F. O. B. Cocks, Washington, as inspected with all necessary accessories and fittings peculiar to the equipment and it is leased by the lessor to the lessee for a term of one year commencing on the 17 day of October, 1951, with a guaranteed minimum rental for the term payable in advance on the day said equipment is delivered to Lessee by the Lessor of Four Thousand Dollars (\$4,000.00) and subsequent payments as follows:

March 1, 1952

\$3086.13

Oct. 1, 1952

1315.24

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It is agreed that if the rental is paid for the entire period of said lease, then upon payment of the sum of One and no/100 Dollars (\$1.00) additional the lessor will execute and deliver to the lessee a bill of sale for said bus.

It is agreed that the lessor will have nothing to do with the operation of the body or chassis, or bear any of the expense or liabilities in connection therewith.

The lessee agrees to pay all taxes, licenses and other charges assessed or levied against said motor bus during the life of this lease.

The lessee agrees at its own expense to keep said motor bus in good order and repair and state of upkeep, free and clear from any liens or encumbrances of any kind whatsoever.

It is further agreed that any loss, damage or injury to said motor bus shall be at the risk of the lessee during the life of this agreement.

It is agreed that the lessee during the life of this lease shall keep said motor bus insured for the full insurable value thereof, loss payable to the lessor in case the same is destroyed by fire, or damaged by collision, and the lessee agrees to hold and save the lessor harmless from any claim for damage of any kind whatsoever on account of the operation of said motor bus while in possession of the lessee.

Should the lessee become bankrupt or a receiver be appointed the lessor may without notice terminate this agreement, take possession of the equipment without becoming liable for trespass, but otherwise, said lessee shall always remain bound to pay rental for the full term of said lease.

The lessor and lessee for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the parties have hereunto caused this agreement to be duly executed in triplicate the day and year first above written.

LESSOR: McCoy Auto Company

By E. C. Glow
Manager

LESSEE: CONSOLIDATED SCHOOL DISTRICT
#31

Earl P. Furniss

L. L. Leighton

Mrs. Bonnie Morby

ATTEST

Filed for record November 5, 1951 at 9-35 a.m. by McCoy Auto Co.

John C. Wachter
Skamania County Auditor

#43221

R. W. Ogle et ux To Billy Birkenfeld & Spencer Garwood.

OGLE ALDER MILL
Waldport, Oregon
June 17, 1950

Received of Billy Birkenfeld and Spencer Garwood Six hundred dollars (\$600.00) for all timber on the N. W. quarter of Sec. 14 township 3 N. Range 8 East. To be logged in 3 years.

R. W. Ogle

Elma Ogle.

Filed for record November 14, 1951 at 3-30 p.m. by Spencer Garwood.

John C. Wachter
Skamania County Auditor.