

Affidavit.

State of Washington

County of Skamania, ss. I/O.A.Perry being first duly sworn depose and say: That I am the O.A. Perry who together with M.T.Perry my wife on April 24th, 1909 conveyed by deed of conveyance the following described premises to the Cocks Investment Company, to-wit: Lot three (3) in Section thirty four (34) Township three (3) North of Range nine (9) East of W.M. also the shorelands containing 24.59 lineal chains, measured along the meander line, subject however to the right of way 300 feet wide over and across said premises belonging to the Spokane Portland & Seattle Ry. Co. and also subject to County Road (no building is included in this sale). And I further depose and say that on said date the Cocks investment company was not a legally organized corporation but consisted of a partnership composed of O.A.Perry and M.T. Perry; that this deponent further says that that certain deed of conveyance made by Cocks Investment Co. of Cocks Skamania county Washington, by O.A.Perry its President to Cocks Investment Co. Inc. a Washington corporation on the 10th day of July 1909 and recorded in Book M of Deeds at page 135 in the deed records of Skamania County Washington, was intended to be made to Cocks Investment Co. a Washington corporation and that at said date there was no such Washington corporation in existence as Cocks Investment Co. Inc. And further deponent sayeth not.

O.A.Perry

Subscribed and sworn to before me this 24th day of May 1911

(Notarial Seal)

Laura J. Wallace, Notary Public for Washington

Filed for record by O.A.Perry on May 31st 1911 at 8.30 A.M.

A. Fleischhauer

Co. Auditor

Morris to Cocks Investment Co.

Duplicate

I, J.D. Morris hereby acknowledge that I have this day received a deed and conveyance from the Cocks Investment Company of Cocks Skamania county Washington, covering and describing the town site of Cocks, being lot three (3) in Section thirty four (34) Township three North of Range nine East of Willamette Meridian, embracing about twenty eight (28) acres, in trust, and as security for the payment to me of any sums which may be due to me from O.A. Perry and L.M. Booth or from said Cocks Investment Company ^{or Cocks Mercantile company} on account of the certain written agreement made this day between O.A. Perry and myself, and notes which will be given by said Perry and Booth to me, not to exceed five thousand six hundred (\$5600) dollars, which will be due and payable July 15th 1911, in case I do not exercise my option to purchase said L.M. Booth's interest in said Companies, and shall render services until July 15th 1911, or such portion of said five thousand six hundred (\$5600) dollars as I may be entitled to under said notes and contracts.

And I hereby contract and agree that I will hold said property in trust for said purposes; that I will recognize any and all contracts or deeds to portions of said twenty eight