

## 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 <sup>or Cocks Mercantile company</sup> 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

(28) acres which are now outstanding, and will make and deliver to Cooks Investment Company or to other persons designated by it for contracts or purchases made after this date which will not impair my security.

It is agreed that the following is a list of the outstanding contracts and deeds due from said Cooks Investment company at this time and it is expressly understood and agreed that no deed or contract has been issued to O.A. Perry for the lot occupied by a new bungalow being built by him upon said tract in the property to be held in trust as security under this agreement.

In Witness Whereof I have hereunto set my hand and seal this the day and year first above written.

Witness: F.H. Whitfield

J.D. Morris (Seal)

F.M. Wenban

The following is a list of the contracts and deeds above mentioned and which it is agreed will be made by J.D. Morris at our request and we hereby acknowledge the correctness of said trust statement

see schedule "A" below

It is expressly understood that O.A. Perry of said Cooks Mercantile company or Cooks Investment Company, shall pay all taxes, assessments, liens, interest and charges against the said town site property promptly and before the same become delinquent, and will keep any buildings and improvements thereon insured for the benefit of said J.D. Morris, for the full amount of money he has invested under the said contract.

Dated this 30th day of September 1910

Witness: F.H. Whitfield

O.A. Perry (Seal)

F.M. Wenban

L.M. Book (Seal)

Filed for record by O.A. Perry on June 13th 1911 at 8.30 A.M.

A. Fleischhauer

Co. Auditor

O. 20

#### Power of Attorney.

KNOW ALL MEN BY THESE PRESENTS, That I, J.E. Martin, a single man, of Ashland, in the County of Jackson and State of Oregon, have made, constituted and appointed, and by these presents do make, constitute and appoint Geo. McGowan, of Portland, in the County of Multnomah, and State of Oregon, my true and lawful attorney, for me and in my name, place and stead, to make, execute and deliver such deeds and conveyances as may be necessary and proper to convey any real property that I may have in any state or territory of the United States, or in Canada, by a good and sufficient Warranty Deed, Contract, or Bond for Deed, and to sign my name thereto in a manner that would convey a good title, also to make, execute and deliver mortgages or obligations of any kind against any property I may have, and to satisfy and release any mortgages or obligations that may be standing in my name, and also to collect any and all debts, dues and demands