

# MISCELLANEOUS RECORD G

## SKAMANIA COUNTY

UNITED STATES TO JAMES HUTCHINGS  
4-279  
DEPARTMENT OF THE INTERIOR  
UNITED STATES LAND OFFICE

VANCOUVER, WASHINGTON,

SEPTEMBER 17, 1913.

NOTICE OF ALLOWANCE.

JAMES HUTCHINGS,  
CARSON, WASHINGTON.

SIR:

YOUR HOMESTEAD APPLICATION, SERIAL NO. 05173, RECEIPT NO. 1228272, FOR  
S $\frac{1}{2}$  OF NW $\frac{1}{4}$  OF NW $\frac{1}{4}$  OF NE $\frac{1}{4}$ , S $\frac{1}{2}$  OF NW $\frac{1}{4}$  OF NE $\frac{1}{4}$ , S $\frac{1}{2}$  OF NE $\frac{1}{4}$  OF NE $\frac{1}{4}$ , NE $\frac{1}{4}$  OF NE $\frac{1}{4}$  OF NE $\frac{1}{4}$ ,  
AND E $\frac{1}{2}$  OF NW $\frac{1}{4}$  OF NE $\frac{1}{4}$  OF NE $\frac{1}{4}$ , SECTION 27, TOWNSHIP 4 N., RANGE 7 EAST, WILLAMETTE  
MERIDIAN.

HAS BEEN THIS DAY ALLOWED, SUBJECT TO YOUR FURTHER COMPLIANCE WITH LAW AND REGULA-  
TIONS APPLICABLE THERETO.

UNDER ACT OF JUNE 11, 1906.

VERY RESPECTIVELY,

GLEN H. RANCK REGISTER.

CHRISTOPHER KALAHAM RECEIVER.

FILED FOR RECORD AUGUST 23, 1922, AT 5 P.M. BY GEO. E. O'BRYON

*Eddy P. Mischel*  
COUNTY AUDITOR

### DUBOIS LUMBER COMPANY TO RYAN-ALLEN LUMBER COMPANY AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO THIS 26TH DAY OF OCTOBER, 1922,  
BY AND BETWEEN THE DUBOIS LUMBER COMPANY, A CORPORATION, AS PARTY OF THE FIRST  
PART, AND THE RYAN-ALLEN LUMBER COMPANY, A CORPORATION, AS PARTY OF THE SECOND  
PART:

WITNESSETH: THAT THE PARTY OF THE FIRST PART HEREBY AGREES TO SELL AND  
THE PARTY OF THE SECOND PART HEREBY AGREES TO PURCHASE ALL OF THE FOLLOWING DE-  
SCRIBED PERSONAL PROPERTY NOW LOCATED AT THE LUMBER PLANT OF THE PARTY OF THE  
SECOND PART NEAR STEVENSON IN SKAMANIA COUNTY, WASHINGTON, TO-WIT:

- 1 CLIMAX LOCOMOTIVE WEIGHING ABOUT 37 TONS
- 2 SETS OF ALL STEEL SEATTLE LOGGING TRUCKS
- 2 SETS OF SEATTLE LOGGING TRUCKS, ALL STEEL EXCEPT DRAWBARS WHICH ARE  
OF WOOD
- 162 TONS OF 40-POUND STEEL RAILS

THAT THE BALANCE REMAINING DUE ON THE PURCHASE PRICE OF SAID PERSONAL  
PROPERTY IS THE SUM OF \$12,500.00 WITH INTEREST AT THE RATE OF 7 $\frac{1}{2}$  PER ANNUM FROM  
SEPTEMBER 1ST, 1922, EVIDENCED BY TWENTY PROMISSORY NOTES IN AMOUNTS AND WITH DUE  
DATED AS FOLLOWS:

\$500.00	JANUARY 1, 1923
500.00	FEBRUARY 1, 1923
500.00	MARCH 1, 1923
500.00	APRIL 1, 1923
1000.00	MAY 1, 1923
1000.00	JUNE 1, 1923

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## SKAMANIA COUNTY

Johnson-Lee Company, Salem, Oregon, 1927

1000.00	JULY 1, 1923.
1000.00	AUGUST 1, 1923.
500.00	SEPTEMBER 1, 1923.
500.00	OCTOBER 1, 1923.
500.00	NOVEMBER 1, 1923.
500.00	DECEMBER 1, 1923.
500.00	JANUARY 1, 1924.
500.00	FEBRUARY 1, 1924.
500.00	MARCH 1, 1924.
500.00	APRIL 1, 1924.
500.00	MAY 1, 1924.
500.00	JUNE 1, 1924.
500.00	JULY 1, 1924.
750.00	AUGUST 1, 1924.

THE INTEREST ON EACH PAYMENT AS ABOVE STATED TO BE DUE AND PAYABLE AT THE SAME TIME AS THE PAYMENT.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE TITLE TO AND OWNERSHIP OF ALL OF THE PROPERTY ABOVE DESCRIBED SHALL BE AND REMAIN IN THE PARTY OF THE FIRST PART UNTIL THE PARTY OF THE SECOND PART SHALL HAVE MADE FULL PAYMENT THEREFOR IN THE MANNER HEREIN PROVIDED.

THE PARTY OF THE SECOND PART FURTHER AGREES TO CARE FOR SAID PROPERTY IN A GOOD AND HUSBAND LIKE MANNER, KEEP THE SAME IN GOOD REPAIR AND CONDITION, AND NOT TO CREATE ANY LIEN AGAINST THE SAME FOR ANY PURPOSE NOR ALLOW THE SAME TO BE REMOVED FROM THE STATE OF WASHINGTON.

IT IS FURTHER UNDERSTOOD AND AGREED THAT IF DEFAULT SHALL BE MADE IN THE PAYMENT OF ANY INSTALLMENT OF PRINCIPAL OR INTEREST ON SAID PURCHASE PRICE, AS HEREIN ABOVE PROVIDED, THE PARTY OF THE FIRST PART SHALL HAVE THE FOLLOWING OPTIONS:

1. TO DECLARE THE SAID SALE ABSOLUTE AND THE WHOLE SUM HEREIN PROVIDED TO BE PAID DUE AND COLLECTIBLE AND TO PROCEED TO COLLECT THE BALANCE DUE IN ANY MANNER PROVIDED BY LAW.
2. TO TAKE POSSESSION OF ALL OF SAID PROPERTY AND REMOVE THE SAME TO SUCH PLACE AS IT MAY DEEM ADVISABLE AND RETAIN THE SAME AS ITS OWN PROPERTY, RETAINING ALSO ALL SUMS PAID UPON THIS CONTRACT AS LIQUIDATED DAMAGES FOR THE BREACH OF THIS SAID AGREEMENT.
3. TO DECLARE THE WHOLE SUM DUE AND COLLECTIBLE AND TO TAKE POSSESSION OF THE SAID PROPERTY AND REMOVE THE SAME TO SUCH PLACE AS IT MAY DEEM ADVISABLE AND THEN SELL THE SAME AT PUBLIC SALE UPON THIRTY DAYS' NOTICE AND APPLY THE PROCEEDS OF SAID SALE FIRST TO THE EXPENSES OF TAKING POSSESSION, REMOVING AND HOLDING THE SAID PROPERTY; SECOND, TO THE COSTS AND EXPENSES OF MAKING SALE THEREOF, AND THIRD, TOWARDS THE PAYMENT OF THE AMOUNTS PROVIDED TO BE PAID BY THIS AGREEMENT, RETAINING AND RESERVING ITS RIGHT TO ENFORCE COLLECTION OF ANY BALANCE THEN REMAINING DUE FROM THE PARTY OF THE SECOND PART UNDER THIS AGREEMENT, OR IN CASE SUCH SALE SHALL PRODUCE MORE THAN ENOUGH TO SATISFY IN FULL THE AMOUNTS DUE THIS AGREEMENT, THEN TO HOLD SUCH EXCESS TO THE ORDER OF THE PARTY OF THE SECOND PART.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS THIS 26TH DAY OF OCTOBER, 1922.

DUBOIS LUMBER CO.

BY W. B. DUBOIS, VICE PRES.  
PARTY OF THE FIRST PART

THE RYAN-ALLEN LUMBER CO.

BY N. E. ALLEN VICE PRES.  
PARTY OF THE SECOND PART

FILED FOR RECORD NOVEMBER 21, 1922, AT 1 P.M. BY RAY MATLACK

*Eddy P. Mitchell*  
COUNTY AUDITOR.