

# MISCELLANEOUS RECORD C

## SKAMANIA COUNTY

Johnson-Cox Company, Makers, Tacoma - 4317

Isadore St. Martin

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA } ss

On this 30th day of Aug., 1946, personally appeared before me, Isadore St. Martin, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial seal affixed)

R. K. Wright  
Notary Public in and for the State  
of Washington, residing at Steven-  
son, therein.

Filed for record August 30, 1946 at 3-30 p.m. by Grantor

Mable J. Jones  
Skamania County Auditor.

#35900

S. Birkenwald Company to Geo. E. Balsiger

S. Birkenwald Co. Portland, Oregon

Number W - 741

Conditional sales contract

The undersigned Seller hereby sells and the undersigned Purchaser hereby purchases, subject to the terms and conditions hereinafter set forth, the following described personal property.

Quantity	Description	Contract Total
1	18' Perfecold Meat Case, complete with wrap board and scale stand for #9658 Standard computing Scale. Refrigeration. Delivered and Installed, one year's service. No wiring or plumbing.	
1	Combination S. Birkenwald Meat Cooler, 9'0" x 7'0" x 9'6" with dairy compartment, 1 Standard Cooler Door 2'6" x 6'0". Refrigeration Delivered and Installed, one year's service. No wiring or plumbing	
1	#2112 Enterprise Grinder, open throat type bowl, 1/3 H. P. Motor	
1	8' Model H Frigidist, complete with pressure valve. No wiring or plumbing	
1	#9658 Standard computing Scale	

(continued)

The Seller shall not be responsible for any Electrical, plumbing, or refrigeration connections, or material of any kind unless otherwise specifically stated in this contract.

It is understood that the Seller insures this property against fire only for the amount of the deferred balance.

The purchase price and terms of contract are as follows:

Total contract price	\$3,178.07
Cash Down \$1,200.00	
Trade-in Allowance \$	
Deferred balance	\$2,178.07

All sales FOB Portland, Oregon, and delivery to a common carrier for shipment to Purchaser shall constitute delivery hereunder.

The deferred balance is payable at the office of S. Birkenwald Co., or such other place as it may designate, in installments of \$Cash on Delivery each and every month beginning thirty days after the Purchaser shall have received said property and continuing until said deferred balance is fully paid. After maturity deferred installments shall bear interest at highest lawful contract rate. In the event of legal proceedings by the Seller to enforce any rights under this contract, the Purchaser agrees to pay such sum as the court may adjudge reasonable as attorney's fees in such proceedings.

Title to said property shall remain in the Seller and shall not pass to the Purchaser until the entire purchase price is fully paid.

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- 2. The Seller is not responsible for failure to deliver or install said property on account of strikes, fires, or any other cause beyond the Seller's control.
  - 3. No transfer, renewal, extension or assignment of this contract, or any interest hereunder, or loss, injury, or destruction of said property shall release the Purchaser from his obligations hereunder.
  - 4. The Purchaser shall keep said property in good condition and free of all taxes, liens and encumbrances; shall not use the same illegally or improperly; shall not transfer said property or any interest in this contract, and shall not remove said property from the premises hereinafter described without Seller's consent.
  - 5. If any repairs to the property or expenses in connection therewith shall be made or incurred by the Seller, the amount thereof shall be added to the purchase price of the property and title to said property shall not pass to Purchaser until such repairs or expenses have been fully paid to Seller. All additions to the property or substitutions shall be and become a part thereof and the property of the Seller hereunder until title to the property shall pass to the Purchaser.
  - 6. No partial payment of any installment or amount due hereunder shall operate to extend the time for payment of the balance of such installment or amount. No acceptance of any payment after delinquency shall operate to extend the time for any subsequent payment, nor shall it be a waiver of any of the conditions of this contract. This contract cannot be modified, altered or amended except by an agreement in writing signed by the Seller.
  - 7. Time is of the essence of this contract, and in the event the Purchaser defaults in any payment or fails to comply with any of the conditions or terms of this contract, or a proceeding in bankruptcy, receivership or insolvency be instituted by or against the Purchaser or his property, or the Seller deems the property in danger of misuse, confiscation or destruction, then the Seller may, at its option, without notice, declare all sums then owing under this contract immediately due and payable, and may either (a) take immediate possession of said property, including any equipment or accessories attached thereto, without demand and with or without process of law, and for this purpose the Seller may enter upon the premises where said property may be and remove the same, and the Seller may in such event retain as its property and as liquidated damages and as compensation for the use of said property all payments theretofore made and any merchandise received as trade-in on this contract, and thereupon all the rights and interest of the purchaser in and to said property shall terminate; or (b) bring suit or action to collect the amount owing with all rights and remedies allowed by law to a creditor, including attachment and garnishment.
  - 8. There are no understandings, agreements, representations or warranties expressed or implied, not specified herein, respecting the property above described or this contract.
- Said property shall be kept by the Purchaser at Underwood, Washington. Legally described as Lot \_\_\_\_ Block \_\_\_\_ Addition \_\_\_\_ in Skamania County, \_\_\_\_ of \_\_\_\_.

Executed this 8th day of July 1946.

F. Birkenwald Co., Seller  
Frank L. Nan, Pres.  
Firm  
Corporation Partnership Sole Owner  
Geo. E. Balsiger, Purchaser  
Owner, Title

S. Birkenwald Co. Portland, Oregon  
Conditional Sales Contract

Number \_\_\_\_\_

The undersigned Seller hereby sells and the undersigned Purchaser hereby purchases,

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subject to the terms and conditions hereinafter set forth, the following described personal property.

Quantity	Description	Contract Total
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	Page 2	
1	Fairbanks Morse #12043 Beam Scale, 600# capacity	
1	Fairbanks Morse #1124 Single Beam Platform Scale	
1	#47-2A - 2 S.O. Seal Chatillon Hanging Dial Scale	

The Seller shall not be responsible for any Electrical Plumbing, or Refrigeration connections, or material of any kind unless otherwise specifically stated in this contract.

If it is understood that the Seller insures this property against fire only for the amount of the deferred balance.

The purchase price and terms of contract are as follows:

Total contract price	\$3178.07
Cash Down \$1000.00	
Trade in Allowance	
Deferred balance	\$2178.07

All sales FOB Portland, Oregon, and delivery to a common carrier for shipment to Purchaser shall constitute delivery hereunder.

The deferred balance is payable at the office of S. Birkenwald Co., or such other place as it may designate, in installments of \$\_\_\_\_\_ each and every month beginning thirty days after the Purchaser shall have received said property and continuing until said deferred balance is fully paid. After maturity deferred installments shall bear interest at highest lawful contract rate. In the event of legal proceedings by the Seller to enforce any rights under this contract, the Purchaser agrees to pay such sum as the court may adjudge reasonable as attorney's fees in such proceedings.

1. Title to said property shall remain in the Seller and shall not pass to the Purchaser until the entire purchase price is fully paid.

2. The Seller is not responsible for failure to deliver or install said property on account of strikes, fires, or any other causes beyond the Seller's control.

3. No transfer, renewal, extension or assignment of this contract, or any interest hereunder, or loss, injury, or destruction of said property shall release the Purchaser from his obligations hereunder.

4. The Purchaser shall keep said property in good condition and free of all taxes, liens and encumbrances; shall not use the same illegally or improperly; shall not transfer said property or any interest in this contract, and shall not remove said property from the premises hereinafter described without Seller's consent.

5. If any repairs to the property or expenses in connection therewith shall be made or incurred by the Seller, the amount thereof shall be added to the purchase price of the property and title to said property shall not pass to Purchaser until such repairs or expenses have been fully paid to Seller. All additions to the property or substitutions shall be and become a part thereof and the property of the Seller hereunder until title to the property shall pass to the Purchaser.

6. No partial payment of any installment or amount due hereunder shall operate to extend the time for payment of the balance of such installment or amount. No acceptance of any payment after delinquency shall operate to extend the time for any subsequent payment, nor shall it be a waiver of any of the conditions of this contract. This contract cannot be modified, altered or amended except by an agreement in writing signed by the Seller.

7. Time is of the essence of this contract, and in the event the purchaser defaults in any payment or fails to comply with any of the conditions or terms of this contract, or a proceeding in bankruptcy, receivership or insolvency be instituted by or against



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the Purchaser or his property, or the Seller deems the property in danger of misuse, confiscation or destruction, then the Seller may, at its option, without notice, declare all sums then owing under this contract immediately due and payable, and may either (a) take immediate possession of said property, including any equipment or accessories attached thereto, without demand and with or without process of law, and for this purpose the Seller may enter upon the premises where said property may be and remove the same, and the Seller may in such event retain as its property and as liquidated damages and as compensation for the use of said property all payments theretofore made and any merchandise received as trade-in on this contract, and thereupon all the rights and interest of the Purchaser in and to said property shall terminate; or (b) bring suit or action to collect the amount owing with all rights and remedies allowed by law to a creditor, including attachment and garnishment.

8. There are no understandings, agreements, representations or warranties expressed or implied, not specified herein, respecting the property above described or this contract.

Said property shall be kept by the Purchaser at \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) Legally described as Lot \_\_\_\_\_ block \_\_\_\_\_ Addition \_\_\_\_\_ in Skamania County State of \_\_\_\_\_.

Executed this 8th day of July, 1946

Geo. E. Balsiger, Purchaser  
Owner, title.

S. Birkenwald Co., Seller  
By Frank L. Nan, Pres  
Firm \_\_\_\_\_ (corporation) \_\_\_\_\_ partnership  
sole owner x

Filed for record September 12, 1946 at 9-00 a.m. by Grantor.

Mrs. J. J. J. J.  
Skamania County Auditor.

#35920

State of Washington to G. W. Cottrell

Certificate record No. 6, Page No. 2580 State of Washington, County of Skamania  
Certificate of water right.

(In accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the State Supervisor of Hydraulics thereunder.)

This is to certify, that G. W. Cottrell of Washougal, State of Washington, has made proof to the satisfaction of the State Supervisor of Hydraulics of Washington, of a right to the use of the waters of McCloskey Creek, a tributary of Washougal River, with point or points of diversion within the SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Sec. 25, Twp. 2 N., Range 5 E. W. M., for the purposes of power under appropriation permit No. 2367 issued by the State Supervisor of Hydraulics, and that said right to the use of said waters has been perfected in accordance with the laws of Washington, and is hereby confirmed by the State Supervisor of Hydraulics of Washington and entered of record in Volume 6, page 2580, on the 10th day of September, 1946; that the right hereby confirmed dates from June 5, 1935; that the amount of water to which such right is entitled and hereby confirmed for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 5.00 cubic feet per second.

A description of the lands under such right to which the water hereby confirmed is appurtenant, and the place where water is put to beneficial use, is as follows:

Place of use  
Section Township Range

Legal Subdivision

For Irrigation  
No. acres described No. Acres actually  
in permit irrigated