

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

C. S. & L. M. LOGG CO

BY D. CAMPBELL
MANAGER

FILED FOR RECORD JUNE 17, 1926, AT 10-30 O'CLOCK A.M. BY D. CAMPBELL

Wall G. Mitchell
COUNTY AUDITOR
BY *Eddy J. Mitchell* DEPUTY

MERGENTHALER LINOTYPE COMPANY TO PERRY F. WILLOUGHBY

THIS AGREEMENT, MADE AND ENTERED INTO THE 16TH DAY OF AUGUST, 1926, BY AND BETWEEN THE MERGENTHALER LINOTYPE COMPANY, A BODY CORPORATE, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, PARTY OF THE FIRST PART, AND PERRY F. WILLOUGHBY, PUBLISHER SKAMANIA COUNTY PIONEER, OF STEVENSON, WASHINGTON, PARTY OF THE SECOND PART, WITNESSETH,

FIRST: IN CONSIDERATION OF THE PAYMENTS HEREBY RESERVED AND OF THE PERFORMANCE OF THE CONDITIONS AND STIPULATIONS HEREINAFTER CONTAINED AND ON THE PART OF THE SAID PARTY OF THE SECOND PART TO BE KEPT AND PERFORMED, THE SAID PARTY OF THE FIRST PART AGREES TO DELIVER TO THE PARTY OF THE SECOND PART, THE PROPERTY DESCRIBED IN THE SCHEDULE HERETO ATTACHED AND MADE A PART HEREOF AND TO SELL, SUBJECT TO THE PROVISIONS OF THE FIFTH CLAUSE HEREOF, THE SAME TO THE SAID PARTY OF THE SECOND PART, AND THE SAID PARTY OF THE SECOND PART AGREES TO PURCHASE AND ACCEPT SAID PROPERTY AND TO PAY TO THE SAID PARTY OF THE FIRST PART THEREFOR THE SUM OF \$612.00 AS FOLLOWS, TO-WIT: \$25.00 THEREOF IN CASH (NEW YORK EXCHANGE) AND THE BALANCE IN INSTALLMENTS AS SET FORTH IN 39 CERTAIN PROMISSORY NOTES TO BE MADE BY THE PARTY OF THE SECOND PART AND DELIVERED TO THE PARTY OF THE FIRST PART, AS FOLLOWS: THIRTY-EIGHT NOTES FOR FIFTEEN DOLLARS (\$15.00) EACH, AND ONE NOTE FOR SEVENTEEN DOLLARS (\$17.00), OF EVEN DATE HEREWITH PAYABLE RESPECTIVELY ONE ON THE 15TH DAY OF EACH AND EVERY MONTH FOR THIRTY-SUCCESSIVE NINE MONTHS, BEGINNING WITH THE 15TH DAY OF SEPTEMBER, 1926, EACH OF SAID NOTES BEARING INTEREST AT THE RATE OF SIX PER CENT PER ANNUM FROM THE 30TH DAY OF JULY, 1926, UNTIL PAID; SAID NOTES PAYABLE AT BANK OF STEVENSON, STEVENSON, WASHINGTON.

AND THE PARTY OF THE SECOND PART AGREES TO PAY INTEREST AT THE RATE OF SIX PER CENT PER ANNUM UPON THE SEVERAL INSTALLMENTS AS AFORESAID FROM THE DATE AT WHICH THE SAID PROPERTY IS READY FOR DELIVERY, AND AT SAID DATE THE CASH AND NOTES HEREINBEFORE PROVIDED FOR SHALL BE PAID AND DELIVERED BY THE PARTY OF THE SECOND PART TO THE PARTY OF THE FIRST PART. AND THE PARTY OF THE SECOND PART ALSO AGREES TO PAY ALL FREIGHTS UPON THE SAID PROPERTY, FROM THE CITY OF SAN FRANCISCO, CALIF., TO STEVENSON, WASHINGTON.

SECOND: THE SAID PARTY OF THE SECOND PART SHALL AT HIS OWN EXPENSE KEEP THE SAID PROPERTY IN GOOD CONDITION AND REPAIR; AND SHALL PAY, BEAR AND DISCHARGE ALL SUCH TAXES AS MAY BE CHARGED, ASSESSED OR IMPOSED UPON SAME AT ANY VALUATION THEREOF, AND SHALL KEEP THE SAID PROPERTY INSURED AGAINST LOSS OR DAMAGE BY FIRE, AS THE PARTY OF THE FIRST PART MAY DIRECT, IN SOME COMPANY TO BE APPROVED BY THE PARTY OF THE FIRST PART, FOR AT LEAST THE SUM OF \$612.00 AND SHALL PAY THE PREMIUM FOR SUCH INSURANCE, AND SHALL FORTHWITH DELIVER TO THE SAID PARTY OF THE FIRST PART THE POLICIES OF SUCH INSURANCE AND THE RECEIPTS FOR THE PREMIUMS WHICH SHALL BECOME PAYABLE THEREFOR, AND IN DEFAULT THEREOF THE SAID PARTY OF THE FIRST PART MAY INSURE THE SAID PROPERTY AT THE EXPENSE OF THE SAID PARTY OF THE SECOND PART.

MISCELLANEOUS RECORD G
SKAMANIA COUNTY

THIRD: THE SAID PARTY OF THE SECOND PART SHALL NOT REMOVE THE SAID PROPERTY FROM THE BUILDING WHERE SAME IS TO BE INSTALLED WITHOUT THE CONSENT IN WRITING OF THE SAID PARTY OF THE FIRST PART, AND SHALL NOT ASSIGN, TRANSFER, UNDERLET, PART WITH THE POSSESSION OF OR MORTGAGE THE SAME WITHOUT SUCH CONSENT, EITHER DIRECTLY OR INDIRECTLY, AND SHALL NOT DO OR SUFFER ANYTHING WHEREBY THE SAID PROPERTY, OR ANY PART THEREOF, SHALL OR MAY BE SEIZED, TAKEN IN EXECUTION, ATTACHED, REMOVED, DESTROYED OR INJURED.

FOURTH: THE SAID PARTY OF THE SECOND PART WILL PUNCTUALLY MAKE THE PAYMENTS ABOVE MENTIONED AND TO THAT END WILL MEET AND PAY THE NOTES HEREINBEFORE DESCRIBED, WITH THE INTEREST THEREON, AND WILL PERFORM ALL THE CONDITIONS AND STIPULATIONS HEREIN CONTAINED ON HIS PART TO BE PERFORMED, BUT IN CASE OF THE INSOLVENCY OR BANKRUPTCY OF THE SAID PARTY OF THE SECOND PART, OR IN CASE HE SHALL ASSIGN, TRANSFER, PART WITH THE POSSESSION OF OR MORTGAGE THE SAID PROPERTY OR ANY PART THEREOF, OR IN CASE HE SHALL MAKE DEFAULT IN PAYMENT OF ANY OF THE SAID NOTES, ACCORDING TO THE TERMS THEREOF, OR IN THE PERFORMANCE OR OBSERVANCE OF ANY OF THE COVENANTS, CONDITIONS, OR AGREEMENTS HEREIN CONTAINED, OR IN CASE SAID PROPERTY SHALL BE SEIZED OR TAKEN UNDER ANY WRIT OR PROCESS OF LAW, SAID PARTY OF THE FIRST PART MAY TAKE POSSESSION OF SAID PROPERTY BY PROCESS OF LAW, OR IT MAY ENTER SAID BUILDING, OR ANY BUILDING IN WHICH THE SAID PROPERTY, OR ANY PART THEREOF, MAY BE, AND WITHOUT PROCESS OF LAW, TAKE POSSESSION OF AND REMOVE THE SAID PROPERTY AND THEREUPON TERMINATE THIS AGREEMENT, AND HOLD SAID PROPERTY AS ABSOLUTELY AS IF THIS AGREEMENT HAD NOT BEEN MADE, AND SELL OR OTHERWISE DISPOSE OF THE SAID PROPERTY AS IT MAY DESIRE, AND RETAIN ALL MONEYS PAID HEREUNDER AS COMPENSATION FOR THE USE OF SAID PROPERTY AND FOR SAID FIRST PARTY'S COSTS AND CHARGES HEREUNDER, AND ALL OBLIGATIONS OF SAID PARTY OF THE SECOND PART UPON UNPAID NOTES AND HEREUNDER SHALL THEREUPON CEASE.

FIFTH: IT IS HEREBY EXPRESSLY DECLARED AND IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT ALL TITLE TO AND RIGHT OF PROPERTY IN SAID PROPERTY SHALL REMAIN IN SAID PARTY OF THE FIRST PART UNTIL PAYMENT BY SAID PARTY OF THE SECOND PART OF ALL THE PAYMENTS HEREIN PROVIDED BY SAID PARTY OF THE SECOND PART TO BE MADE AND ACCORDING TO THE TERMS HEREOF, AND THAT UPON THE PAYMENT OF ALL THE SAID SUMS COVENANTED BY SAID PARTY OF THE SECOND PART TO BE PAID AND ALL INTEREST, COSTS, CHARGES AND EXPENSES PROVIDED FOR UNDER THIS AGREEMENT, AT THE TIMES AND ACCORDING TO THE TERMS OF THIS AGREEMENT, SAID PARTY OF THE FIRST PART WILL MAKE, EXECUTE AND DELIVER TO THE SAID PARTY OF THE SECOND PART A BILL OF SALE OF SAID PROPERTY, AND SAID PROPERTY SHALL THEREUPON BECOME THE ABSOLUTE PROPERTY OF THE PARTY OF THE SECOND PART.

SIXTH: IT IS FURTHER UNDERSTOOD AND AGREED THAT THE PROVISIONS OF THIS AGREEMENT SHALL EXTEND TO ANY RENEWAL OR RENEWALS OF SAID PROMISSORY NOTES OR ANY PART OR PARTS THEREOF AND TO ANY OBLIGATION TAKEN OR WHICH MAY BE TAKEN EVIDENCING THE UNPAID PURCHASE MONEY OR ANY PART OR PARTS THEREOF.

IN TESTIMONY WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

WITNESSES:

L. W. HORN
V. F. CRANE

MERGENTHALER LINOTYPE COMPANY
By F. C. VAN SCHAICK
MANAGING AGENT.

WITNESS:

JOHN C. WACHTEP

PERRY F. WILLOUGHBY (SEAL)
(PUBLISHER SKAMANIA COUNTY PIONEER)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

MISCELLANEOUS RECORD G
SKAMANIA COUNTY

ON THE 19TH DAY OF AUGUST A.D. 1926, BEFORE ME PERSONALLY CAME AND APPEARED F. C. VAN SCHAICK, TO ME KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS MANAGING AGENT OF THE MERGENTHALER LINOTYPE COMPANY, WHO BEING BY ME DULY SWORN, DID DEPOSE AND AND SAY THAT HE IS THE MANAGING AGENT OF SAID COMPANY, AND THAT, BEING DULY AUTHORIZED, THE SAID INSTRUMENT WAS SIGNED AND EXECUTED BY HIM AS AND FOR THE ACT AND DEED OF THE CORPORATION.

{ NOTARIAL
SEAL }

HARRY L. HORN
 NOTARY PUBLIC IN AND FOR THE CITY AND COUNTY OF
 SAN FRANCISCO, STATE OF CALIFORNIA.
 MY COMMISSION EXPIRES DEC. 28, 1927.

STATE OF WASHINGTON ()
 COUNTY OF SKAMANIA) ss.

ON THE 16TH DAY OF AUGUST A.D. 1926 BEFORE ME PERSONALLY CAME AND APPEARED PERRY F. WILLOUGHBY TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

{ COURT COMMISSIONER'S
SEAL }

GEO. F. CHRISTENSEN
 COURT COMMISSIONER FOR SKAMANIA COUNTY, WASHINGTON.

SCHEDULE OF PROPERTY REFERRED TO IN FOREGOING AGREEMENT

QUANTITY	ARTICLE
1	REBUILT MODEL FIVE MAGAZINE (No. 32440)
1	LINER 14 PT. R.H.
5	LINERS 14 PT. #0 - 3½ - 9 - 12 - 17
1	MERGENTHALER LINOTYPE ELECTRIC HEATER (#15573) (110-60-1)
1 set	14 PT. GENT. EXP. AND GENT. BOLD ITALIC MATRICES F.O.B. SAN FRANCISCO

FILED FOR RECORD AUGUST 30, 1926, AT 9 O'CLOCK A.M. BY MERGENTHALER LINOTYPE CO.

W. A. Mitchell
 COUNTY AUDITOR
 BY *Eddy* DEPUTY

ALASKA JUNK CO TO HOLZ NELSON & HIBBARD

\$425.00

OCTOBER 8, 1926

FOR VALUE RECEIVED, WE PROMISE TO PAY TO THE ORDER OF ALASKA JUNK CO., AT 201 FRONT ST, PORTLAND ORE. FOUR HUNDRED TWENTY-FIVE 00/100 DOLLARS, IN GOLD COIN OF THE UNITED STATES OF AMERICA. WITH INTEREST THEREON IN LIKE GOLD COIN AT THE RATE OF ... PER CENT PER .. FROM DATE UNTIL PAID, THE FIRST PAYMENT OF \$225.00 TO BE MADE ON OCTOBER 8, 1926 AND THE BALANCE PAYABLE IN 2 INSTALLMENTS OF NOT LESS THAN \$100.00 IN ANY ONE PAYMENT. TOGETHER WITH THE FULL AMOUNT OF INTEREST DUE ON THIS NOTE AT TIME OF PAYMENT OF EACH INSTALLMENT. THE FIRST INSTALLMENT TO BE MADE ON THE 8th DAY OF OCTOBER, 1926 AND A LIKE PAYMENT ON THE 5TH DAY OF EACH MONTH THEREAFTER, UNTIL THE WHOLE SUM, PRINCIPAL AND INTEREST, HAS BEEN PAID; IF ANY OF SAID INSTALLMENTS ARE NOT SO PAID, THE WHOLE SUM OF BOTH PRINCIPAL AND INTEREST TO BECOME IMMEDIATELY DUE AND COLLECTIBLE AT THE OPTION OF THE HOLDER HEREOF. AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, .. PROMISE TO PAY SUCH ADDITIONAL SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SAID SUIT OR ACTION, AND EXPRESSLY WAIVE THE PROVISIONS OF AND ALL BENEFITS AND ADVANTAGE FROM ANY AND ALL