

# 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. CENT. EXP. AND CENT. 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. Smith*  
COUNTY AUDITOR  
BY *E. J. Smith*  
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 8 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

MISCELLANEOUS RECORD G  
KAMANIA COUNTY

63

APPRAISEMENT, HOMESTEAD, STAY AND EXEMPTION LAWS NOW EXISTING OR HEREAFTER MADE.

SIGNED HOLZ NELSON & HIBBARD,  
BY HENRY O. HOLZ.

THIS CONTRACT IS GIVEN UPON AND FOR THE SOLE CONSIDERATION THAT ALASKA JUNK CO. BY  
~~HENRY O. HOLZ~~ HEREAFTER REFERRED TO AS THE SECOND PARTY, HAS AGREED THAT UPON THE  
PAYMENT OF THE SUM ABOVE MENTIONED, AS ABOVE SET FORTH, TIME BEING THE ESSENCE HEREOF,  
THE SECOND PARTY WILL SELL, TRANSFER AND DELIVERY UNTO THE UNDERSIGNED, THE FOLLOWING  
DESCRIBED PERSONAL PROPERTY, TO-WIT:

FIVE TON 20# SECOND HAND RAILS AND THREE STEEL DUMP CARTS  
WHICH SAID PROPERTY HAS BEEN ENTRUSTED TO THE CARE OF THE UNDERSIGNED. IT IS EXPRESSLY  
AGREED THAT SAID PROPERTY SO ENTRUSTED IS THE PROPERTY OF THE SECOND PARTY, AND SHALL  
REMAIN SO UNTIL THE SECOND PARTY SHALL MAKE THE AFORESAID SALE AND TRANSFER, AFTER  
ALL PAYMENTS SHALL HAVE BEEN MADE, AS ABOVE PROVIDED. THE UNDERSIGNED HEREBY AGREES  
TO KEEP SAID PROPERTY IN GOOD REPAIR AND CONDITION, AND TO TAKE THE BEST CARE OF THE  
SAME, KEEPING IT INSURED AGAINST LOSS BY FIRE, THEFT AND COLLISION, IN FAVOR OF THE SAID  
SECOND PARTY, OR .. ASSIGNS, IN SUCH COMPANY AS MAY BE DESIGNATED BY SAID SECOND  
PARTY IN A SUM SUFFICIENT TO COVER.. OR THEIR INTERESTS THEREIN AT ALL TIMES. IT IS  
UNDERSTOOD AND AGREED THAT THE UNDERSIGNED SHALL NOT SELL, TRANSFER, OR OTHERWISE  
DISPOSE OF SAID PROPERTY NOR REMOVE SAME FROM THE STATE OF OREGON, WITHOUT THE WRITTEN  
CONSENT OF SECOND PARTY. IN CASE OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE AS  
ABOVE PROVIDED, OR IN CASE THE UNDERSIGNED SHALL PART WITH THE POSSESSION OF SAID  
PERSONAL PROPERTY, OR IF SAME BE REMOVED FROM THE STATE OF OREGON WITHOUT THE CONSENT  
OF THE SECOND PARTY, OR WHENEVER SECOND PARTY OR THE HOLDER OF THIS NOTE DEEMS THE  
DEBT HEREBY EVIDENCED INSECURE OR IF SAID PROPERTY BE SECRETED OR SEIZED BY PROCESS  
OF LAW, OR ATTEMPTED TO BE SOLD, ENCUMBERED OR OTHERWISE DISPOSED OF OR ABUSED OR  
MISUSED, THE SECOND PARTY OR ... ASSIGNS SHALL HAVE THE RIGHT AT ANY TIME, WITHOUT  
NOTICE OR DEMAND, TO TAKE, RECLAIM, REMOVE, HOLD OR SELL SAID PROPERTY AT PUBLIC  
THE TRUE VALUE OF SAID PROPERTY, LESS SAID EXPENSES OF TAKING, REMOVING, AND HOLDING  
OR PRIVATE SALE, WITHOUT NOTICE, AT ANY PLACE, AND CREDIT THE PROCEEDS THEREOF, LESS  
SELLING THE PROPERTY INCLUDING ATTORNEY'S FEES UPON THIS NOTE OR WITHOUT SALE, ENDORSE,  
EXPENSES OF TAKING, REMOVING HOLDING AND THE SAME AND ATTORNEY'S FEES UPON THIS NOTE,  
TO UNPAID  
AND I AGREE IMMEDIATELY PAY ANY BALANCE THEN REMAINING ON THIS NOTE, IN CONSIDERATION  
OF THE USE, RENTAL AND DEPRECIATION OF SAID PROPERTY. SUING UPON THIS NOTE OR TAKING  
JUDGMENT THEREON SHALL NOT UNTIL THE SUIT OR JUDGMENT IS PAID IN FULL IN CASH, DIVEST  
SAID SECOND PARTY OF TITLE TO SAID PROPERTY, OR PREVENT .. RECLAIMING, SELLING AND  
APPLYING THE PROCEEDS OR VALUE THEREOF AS AFORESAID, OR VEST TITLE TO SAID PROPERTY  
IN SAID VENDEE; NOR SHALL ANY DELAY IN RETAKING SAID PROPERTY, OR IN ENFORCING SAID  
NOTE, OR ALLOWING SAID PROPERTY TO REMAIN IN THE POSSESSION OF THE VENDEE AFTER DEFAULT,  
OR THE ACCEPTANCE OF ANY PAYMENT AFTER DEFAULT, BE DEEMED TO WAIVE ANY RIGHT OF SAID  
SECOND PARTY OR ... ASSIGNS TO RECLAIM SAID PROPERTY.

HOLZ NELSON & HIBBARD  
BY HENRY O. HOLZ  
WASHOUGAL WASH. R. 1, Box 150.

STATE OF OREGON                    (                    )  
COUNTY OF MULTNOMAH,        ) ss.

I, W. L. McFARLING, BEING FIRST DULY SWORN DEPOSE AND SAY THAT THE HERETO  
ATTACHED CONDITIONAL SALES CONTRACT, IS A TRUE AND CORRECT COPY OF THE ORIGINAL, WHICH  
IS NOW IN MY POSSESSION, AND OF THE WHOLE THEREOF.

W. L. McFARLING

# MISCELLANEOUS RECORD G

## SKAMANIA COUNTY

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23RD. DAY OF OCTOBER, 1926.

(NOTARIAL)  
SEAL

G. G. SMITH  
NOTARY PUBLIC FOR OREGON.  
MY COMMISSION EXPIRES OCT. 8, 1927.

THE WITHIN MENTIONED RAILS ARE ATTACHED TO THE REAL PROPERTY ALONG HIGHWAY JOB #8, MT. PLEASANT, NEAR WASHOUGAL, WASHINGTON, IN THE COUNTY OF SKAMANIA, WASHINGTON, AND THE RIGHT OF WAY ALONG SAID HIGHWAY.

FILED FOR RECORD OCTOBER 30, 1926, AT 8-30 O'CLOCK A.M. BY W. L. McFARLING

*W. L. McFarling*  
COUNTY AUDITOR  
BY *W. L. McFarling*  
DEPUTY

CERTIFICATE NO ONE, PAGE NO. 164

STATE OF WASHINGTON COUNTY OF SKAMANIA

AMENDED

CERTIFICATE OF WATER RIGHT (FOR RIGHTS PERFECTED UNDER ORIGINAL, ENLARGEMENT OR SECONDARY PERMITS.) (IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 117, LAWS OF WASHINGTON FOR 1917, AND THE REGULATIONS OF THE STATE HYDRAULIC ENGINEER THEREUNDER.)

THIS IS TO CERTIFY, THAT LEE HAMILTON (HUSBAND OF LAURA M. HAMILTON), OF SEATTLE, 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 BERRY CREEK, FOR THE PURPOSES OF IRRIGATION AND DOMESTIC USES, UNDER APPROPRIATION PERMIT NO. 269, OF 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 ONE, AT PAGE 164, ON THE 18TH DAY OF JANUARY, 1927; THAT THE RIGHT HEREBY CONFIRMED DATES FROM OCTOBER 6, 1921; 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 0.5 CUBIC FEET PER SECOND.

A DESCRIPTION OF THE LANDS UNDER SUCH RIGHT, AND TO WHICH THE WATER HEREBY CONFIRMED IS APPURTENANT, OR IF FOR OTHER PURPOSES, THE PLACE WHERE SUCH WATER IS PUT TO BENEFICIAL USE, IS AS FOLLOWS:

TOWNSHIP	RANGE	SECTION	FORTY-ACRE TRACT	NO ACRES DESCRIBED IN PERMIT	NO. ACRES ACTUALLY IRRIGATED
3 N.	9 E	10	LOT THREE (3) BLOCK TEN (10) OF THE TRACT OF THE MANZANOLA ORCHARD & LAND COMPANY	10	10

THE RIGHT TO THE USE OF THE WATER AFORESAID HEREBY CONFIRMED IS RESTRICTED TO THE LANDS OR PLACE OF USE HEREIN DESCRIBED, EXCEPT AS PROVIDED IN SECTION 39, CHAPTER 117, SESSION LAWS 1917.

WITH THE SEAL AND SIGNATURE OF THE STATE SUPERVISOR OF HYDRAULICS AFFIXED THIS 18TH DAY OF JANUARY, 1927.

CHAS. J. BORTHOLET  
ASSISTANT STATE SUPERVISOR OF HYDRAULICS.

THIS CERTIFICATE IS ISSUED AND RECORDED TO GIVE A MORE COMPLETE LAND DESCRIPTION THAN IS GIVEN IN THE ORIGINAL CERTIFICATE OF WATER RIGHT ISSUED MAY 7, 1923, AND RECORDED IN VOLUME G OF MISCELLANEOUS AT PAGE 32, RECORDS OF SKAMANIA COUNTY, WASH.

FILED FOR RECORD FEB. 4, 1927 AT 10:00 A.M. BY G. C. CHESSER.

DEPUTY AUDITOR