

Agreement between

O. V. Hickok & Co. and M. Lynott

Memorandum of agreement made and entered into this 27th day of July 1894, by and between O. V. Hickok & Company, a copartnership composed of O. V. Hickok and J. E. Day Jr. of the first part, and Michael Lynott, party of the second part;

In consideration of the agreement to be performed by the party of the second part the party of the first part hereby agree to and with the party of the second part that they will, on or before the 15th day of August, 1894, and before the sale of the lands of said Lynott, to-wit: the East Half of the South West quarter and Lots 3 and 4 of Sec. 30 in T₇ S North of Range 8 East W₁M, under a decree of foreclosure entered in the Superior Court of the State of Washington for Skamania County, in favor of Robert Carr for \$405.68 and 50 attorneys fees and costs taxed at \$22.65, satisfy said decree of foreclosure or purchase the right and interest of said Carr therein and will hold him the said Lynott harmless from said decree for the period of one year from this date and will not issue or permit to be issued execution or other process upon said decree during said period of one year. They further agree to furnish to said Lynott such supplies out of their store at Cascade Locks Or. as may be necessary to enable said Lynott to carry on the business of delivering

wood as hereinafter provided: that they will not commence any proceedings to enforce collection of the account they now have against said Lynott and one J. F. Sweeney and others, amounting to \$1935.35, during said period of one year, except to apply the price of the wood hereinafter mentioned upon said account and decree and to dismiss a suit now pending in said Superior Court of Kamama Co. to collect said account.

The said party of the second part agrees to deliver to the parties of the first part all the wood now cut and lying partly upon the lands of said Sweeney and partly upon the lands of said Lynott above described and lying about 1000 cords, said wood to be delivered at the mouth of Smith Creek in said County upon scows to be furnished by the parties of the first part, at the rate of \$1.75 per cord which wood is all to be delivered to said parties of the first part within one year from this date, and in case said wood already is insufficient to satisfy said demands then he is to cut and deliver such further amount of wood at said rate as will be sufficient to satisfy said demands. And until said demands are all satisfied he hereby agrees not to deliver any wood to any other persons or parties without the written consent of said Hickok & Co.

Filed for record Aug 17th and 1899 at 10.06 AM
 By C. G. Kickok & Co
 Auditors

In case said wood should be destroyed by fire then the parties of the first part agree to give said Lynott such further timber as may be necessary to cut and deliver wood to pay said demands.

When said demands are all paid or satisfied said parties of the first part hereby agree to return to said Lynott a good and sufficient deed executed by said J. E. Day Jr conveying said land herein before described to said Lynott, said land having been conveyed to said J. E. Day Jr as security for the payment of said account, which conveyance as between them was a mortgage!

It is mutually understood and agreed that said wood is to be accepted by said parties of the first when delivered as aforesaid in payment of said demands and said parties of the first part agree to take sufficient wood at said rate of the party of the first part to satisfy all said demands, and to furnish scows from time to time to transport said wood, said scows to be so furnished as to enable said Lynott to deliver said wood within one year.

In witness whereof the parties hereto have hereunto set their hands this the day and year first above written.

C. G. Kickok & Co
 By C. G. Kickok
 M. Lynott

Memorandum of Agreement entered into between Michael Lynott of Shavonia County, State of Washington and The Bank of Oregon & Co. of Cascade Locks, Oregon. Whereas the said Bank of Oregon & Co. have this day entered into a contract of which the following is a copy hereto attached, whereas Robert Carr has assigned and transferred to the said Bank of Oregon & Co. a certain mortgage executed by the said Lynott to the said Carr and has also assigned and transferred to the said Bank of Oregon & Co. a decree of judgment rendered and entered in the Superior Court of the State of Washington for the County of Shavonia, in an action to commence a foreclosure of the aforesaid mortgage and whereas the said Bank of Oregon & Co. are now the owners and holders of said mortgage and of said decree and judgment in said action Now, Therefore, in consideration of the premises, it is hereby stipulated and agreed by and between the parties hereto that in case the said Michael Lynott or any things fully & completely keeps the covenants and performs the things required of him under and by virtue of the terms of the contract hereto

annexed and being referred
 to, & that, in the event the
 said Shickox & Co will extend
 the time for the making of
 an alias execution for the
 sale under the execution
 rendered in said action
 one year from this day,
 and the said Michael Lynett
 hereby specially agrees that
 the execution and order
 of sale heretofore issued
 in said action be returned
 without waiving any lien or
 right of the said Robert Carr
 or the said Shickox & Co under
 or by virtue of said mortgage
 or said decree and judgment
 in said action, but the
 said decrees, to remain
 a lien upon the land there
 described. And in case the
 said Michael Lynett does not
 in all things keep and
 perform his covenants as
 provided in said contract,
 then the said contract
 Shickox & Co may cause an alias
 execution to issue on said
 judgment and decree and
 proceed to sell said land
 as if this stipulation and
 contract had not been
 entered into.
 In Witness Whereof, the said

parties have hereto set their hands and seals to the contract executed in duplicate the 24th day of August 1894

Michael Lynott. 
 Witness my hand and seal this 24th day of August 1894. 

Memorandum of Agreement made and entered into this 24th day of August 1894 by and between O. G. Hickok & Co a Corporation composed of O. G. Hickok and J. H. Day Jr of the first part, and Michael Lynott party of the second part.

In consideration of the agreements to be performed by the party of the second part, the party of the first part hereby agrees to and with the party of the second part that they will in or before the 18th day of August 1894 and before the sale of the lands of said Lynott to wit:

The East half of the S W 1/4 and Lots 3 and 4 of Section 30 Twp 5 N of Range 8 East W.M. under a decree of foreclosure entered in the Superior Court of the State of Washington for Skamania County in favor of Robert Carr for Four Hundred and Five and 64/100 Dollars and Fifty Dollars attorneys fees and costs taxed at Twenty-two & 65/100 Dollars satisfy said decree of foreclosure or purchase the right and interest of said Carr therein and will hold him the said Lynott harmless from said decree for the period of one year from this date and will not issue or permit to be issued execution or other

or other process upon said decree during said period of one year.

They further agree to furnish said Lynott supplies not to exceed the sum of Four Hundred (400⁰⁰) Dollars out of their store at Cascade Locks, Or to enable said Lynott to deliver wood as hereinafter provided.

The said party of the second part agrees to commence delivering after two days notice from the parties of the first part (provided no demand for wood shall be made during the next 30 days) and to continue to deliver as required by the parties of the first part all the wood now cut and being partly upon the lands of one J. F. Sweeney and partly upon the lands of said Lynott as above described and being about 1000 cords of said wood to be delivered at the mouth of Smith Creek in said County of Skamania upon rows to be furnished by the parties of the first part at the rate of one $\$75/100$ Dollars per cord less 10^{cts} per cord to be said Thomas Clarke by parties of first part for skidding, which wood is all to be delivered to said parties of the first part within one year from date hereof or as much earlier as the parties of the first part may require it, after 30 days from this date, and in case said wood already cut is insufficient to satisfy said demands of the party of the first part. Being an account against said Lynott and J. F. Sweeney for $\$1935⁰⁰$ now due and unpaid and $\$400⁰⁰$ in

goods to be advanced to said
 Lynott, as heretofore provided,
 said party of the second part agree
 to cut and deliver such further
 amount of wood at said rate of
 \$1.75 per cord less 10¢ per cord to
 be paid Thomas Clarke by parties of
 the first part for fluming and
 may be necessary to satisfy said
 demands of \$1935⁹⁵ and \$400⁰⁰ and
 untill all said demands except
 said amount of said decree of
 Court, are satisfied, the said Lynott
 agrees not to deliver any wood to
 any other person or persons, without
 the written consent of said Dickson
 & Co.

In case said wood should
 be destroyed by fire then the parties
 of the second part agree to cut and
 deliver within four months after
 such fire enough wood to satisfy
 said demands of \$1935⁹⁵ and \$400⁰⁰
 of the first part.

The said Lynott further agrees
 to secure within ten days hereafter
 and deliver to the parties of the first
 part the written consent of even
 date herewith of J. F. Sweeney and
 Thos Clarke granting to the party of the
 second part the exclusive right to use
 for one year or untill said wood
 is all delivered, the flume now con-
 structed to be used for the purpose
 of delivering said wood to the scows

aforsaid, and the said Lynott further agrees to maintain and keep the said frame in good repair and to extend the same as may be necessary to a depth sufficient to permit screws to connect with same.

In consideration of the agreement herein entered into by the said Lynott the parties of the first part agree not to enforce collection of the account they now hold against said Lynott and one J. F. Shurbery amounting to \$1935³⁵ nor to collect said \$400⁰⁰ advances during said period of one year except to apply the price of said wood hereinbefore mentioned upon said account as the wood is delivered provided said Lynott shall well and truly perform the obligations hereinbefore stated and to dismiss a suit now pending in the Superior Court for Skamania County, Washington to collect said account. It is mutually understood and agreed that said wood is to be accepted by said parties of the first part as aforsaid in payment of said demands and said parties of the first part agree to take sufficient wood at said rates of \$1⁷⁵ per cord less 10¢ per cord to be paid Thomas Clark for fluming from the party of the second part to satisfy said demand which shall not in the aggregate exceed \$2335³⁵ the parties of the first part agree to

furnish scows from time to time to transport said wood so as to enable said Lynott to make delivery of said wood within the time specified. When said demand or store account which in the aggregate shall not exceed as before stated \$2335³⁵ and the said claim of said Carr including costs as above stated shall be fully paid said parties agree to deliver to said Lynott a quit claim deed executed by J. H. Day Jr. conveying said land hereinbefore described to said Lynott said land having been conveyed to said J. H. Day Jr. as security for the payment of said account which conveyance as between them was a mortgage. said Lynott for the purpose of raising money to pay the claim of said Carr shall have the privilege of cutting and disposing of enough of the wood now standing on said land to pay said claim but not to exceed 2000 cords.

If the said Lynott shall fail in the performance of any of the stipulations herein entered into with the party of the first part, all the indebtedness herein enumerated shall then and thereupon become due and payable to the parties of the first part who will proceed to collect the same.

Witness our hands the day and

Year first written
 The alleged contract
 heretofore entered into July 27, 1894
 between Lynott and O'Rourke & Co is
 hereby repudiated null and void.

M. Lynott
 O'Rourke & Co

Stevenson Aug 18, 1894

This agreement made this 18th day of
 Aug 1894 by and between Thomas Clark
 & J. F. Sweeney the parties of the first
 part and O'Rourke & Co parties of the
 second part Witness.

That in consideration of contracts here-
 inafter named the parties of first part
 hereby agrees to allow parties of second
 part to flume during the period of one
 year, Cord wood over the flume now
 controlled by Thomas Clark in Skamania
 Co State of Washington.

In consideration of above the
 parties of second part hereby agrees
 to pay said Thomas Clark, first parties
 of first part the sum of ten cent for
 each and every cord of wood flumed
 and in default this agreement is may
 be terminated

Thos P. Clark
 J. F. Sweeney

Filed for record Oct-10th 1894 at 1 PM

Robt. Carr Auditor

By O'Brien Deputy