\$1,001.16

This Agreement executed in quadruplicate this 2 day of January 1940	193
by and between WASHINGTON MACHINERY & STORAGE COMPANY, a Washington Corporation, Party First Part, and R.E. HOLDREN	of the
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NAKANAN NAHANAN NAMANAN NAHAN NAKANAN NAHAN NAHA	•
(check the line applicable); Party of the Second Part;	
(check the line applicable); Party of the Second Part;	,
WITNESSETH:	

The Party of the First Part agrees to sell and the Party of the Second Part agrees to buy the following described personal property, to-wit:

AS PER RIDER ATTACHED

RIDER

Total

		7	\ \		- N
1	Pc. $\frac{1}{2}$ " hose 20', with fittings	- 7	\ \		\$4.00
350	feet 1" water pipe	@	6¢	per ft.	
350	feet 2" water pipe			per ft.	
500	L. ft. 12# rail		/ /		66.60
30	Pr. fish plates and bolts	1			9.00
	Spikes				5.00
1	Wet Jackhammer, Gardner-Denver Mod	el	I1 (i	J 127)	
	Serial No. A 337, with column, a				
	and clamp	- 4	N		200.00
1	Pc. air hose, 50' to fit air compr	ess	sor		
	connections	\	7		10.00
4	Sets 7/8" drill steel 21, 41, 61 t	hr€	aded	for	
	Timken bits		N.,		36.60
1	Portable Air Compressor, size $5\frac{1}{4}$ x				
	Pneumatic, with Hercules Gas Eng	ine	e #424	476,	
	size 4 x 5, model "0"				550.00
	50 ft. Pc. water hose 50 ft. Pc. 2" water hose with fitt				3.00
1	50 ft. Pc. at water hose with fitt	ing	gs for	?	
Name and Address of the Owner, where	drill and tank				10.00
	Tank for drill				32.50
	2 ⁿ Valves	@	2.00	each	4.00
	1" Valves	@	1.25	each	2.50
	2" Tees			each	1.10
23	1" Tees	@	.1.8	each _	.36
	^				

as evidenced by contract of ever		_			1.24
States, present standard value, payabl	e as follows: \$	100.00	upon the	signing of this	contract, and
the balance as follows:		A HEART OF FREE CO			
on	January 10-	1940	\$ 1	50.58	
	January 10- February 1-	1940	. 1	50.58	
and the second second	11 11 11 11 11 11 11 11 11 11 11 11 11	្រា (សូសសានអ.្គ [ា] »	a 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	j tropinski semina	

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until the principal sum, together with interest and such other sums as are hereinafter provided for, shall have been fully paid, all unpaid portions of the purchase price shall bear interest at the rate of eight per cent per annum from date of this contract until paid, and interest on the unpaid balances shall be deducted from each monthly payment, and the balance of such monthly payments shall be applied upon the principal of this contract.

The terms and conditions of this conditional sales contract are as follows:

- 1. All payments herein specified are to be made at such place as may be designated by the Party of the First Part, or its assigns, and until further notice in writing all payments are to be made at the office of the Washington Machinery & Storage Company, at Seattle, Washington.

 2. Title to said property is now, and shall continue to be, solely, vested in the Washington Machinery & Storage Company until full and complete payment in money of the purchase price, and the full and complete performance of all the conditions hereof.

 3. The property shall be at the risk of the Party of the Second Part and no loss or damage whatsoever shall operate to diminish the liability of the Party of the Second Part hereunder.

- the liability of the Party of the Second Part hereunder.

 4. Party of the Second Part agrees at its, their, or his expense, to keep said property in good condition and repair and to renew all worn out, lost, or destroyed parts and equipment.

 5. All parts and equipment and all additions to the property or substitutions shall be and become a part thereof and the property of the Washington Machinery & Storage Company hereunder until title to the property shall pass to Party of the Second Part.

 6. Party of the Second Part shall not permit the property to pass from its, their, or his exclusive possession and control, nor assign nor sell any interest in the property or in this contract, or permit the property to become subject to any lien or encumbrance without the written consent of the Washington Machinery & Storage Co.; and shall not permit the property to be seized or levied upon under any valid claim against the property or of Party of the Second Part. Should any of the personal property herein described be nailed, screwed cemented or attached to the building in which the said property is kept by the Party of the Second Part, it shall be and remain personal property until fully paid for according to the terms of this contract, and no mortgage, lien or encumbrance of real estate shall become superior, prior or paramount to the rights of the Party of the First Part in and to said publishment of the Party of the Second Part agrees that the above described property shall be kept and located at the Party of the First Part.

 7. Party of the Second Part agrees that the above described property shall be kept and located at the Party of the First Part.

 8. Party of the First Part.

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- Party of the First Part.
- Party of the First Part.

 8. Party of the Second Part agrees to promptly pay all taxes and assessments of every kind which by law may become due and payable on said equipment and personal property and at its, his or their own expense keep said property insured against loss by fire or marine, if to be transported by water, for the full insurable value thereof, during the life of this contract, in a reliable insurance company, the loss, if any, payable to the Party of the First Part, and to deliver such policy and renewals thereof to the Party of the First Part, and in the event of the failure of the Party of the Second Part, to pay such taxes, assessments or insurance as herein agreed, said Party of the First Part shall have the option to pay the same and the payment so made shall be added to and become a part of the amount due herein, with interest, but it is agreed that the destruction of said personal property and equipment by fire, or otherwise, shall not relieve the Party of the Second Part from liability under this contract.

 9. 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 or of the rights of the Party of the First Part hereunder.

 10. In any action which may be instituted by the Party of the First Part to recover any part of the purchase price of the property, or to protect any of the rights of the Party of the First Part under this agreement, or to regain possession of the property, the Party of the First Part shall be entitled to include in the judgment in addition to the statutory costs, an attorney's fee to be allowed by the court in such sum as it may adjudge reasonable, and the Party of the Second Part hereby agrees that in such suit or action the venue thereof may, at First Party's option, be laid in King County, Washing

- the subject of this contract.

 12. This contract cannot be modified, altered, or amended except by agreement in writing, endorsed upon or attached to the Second Party's copy of this agreement and signed by the First Party.

 13. Should the First Party desire or be required to make any written demand upon the Second Party or to give Second Party any notice under the provisions of this contract, or otherwise, respecting this contract or said property, said demand or notice shall be deemed to be fully given and made and communicated upon the same being deposited in any United States Post Office with postage prepaid, addressed to Party of the Second Part at.

 Mayflower Hotel Seattle Wash

 14. Party of the Second Part agrees to save Party of the First Part harmless from any and all liabilities or alleged liabilities, including all costs and attorney's fees, for all injury or damages to persons or properties caused in any manner by the use of said personal property.
- sonal property.

 15. Time and performance of each and every covenant and condition of this agreement by the Party of the Second Part are of the essence hereof, and upon the failure to make any of the payments herein specified or upon the breach of any of the conditions of this contract, or in case Party of the Second Part shall abuse, misuse, secrete, remove or attempt to secrete or remove said personal property or permit it to depreciate beyond reasonable wear and tear, so that in the judgment of the Party of the First Part, it is in danger of sustaining loss through depreciation, the Party of the First Part, or its assigns, may without notice, at its option:

 (a) Declare this contract terminated and retake possession of said property, with or without process of law, and retain all payments therefore made by the Party of the Second Part, as liquidated damages; and in such event the rights of the Party of the Second Part hereunder or in said property shall immediately cease and terminate;

 (b) Or declare the whole unpaid balance of said contract, together with interest thereon, immediately due and collectable.

 16. Any provisions of this contract prohibited by any law of any State shall be ineffective as to said State to the extent of such
- 16. Any provisions of this contract prohibited by any law of any State shall be ineffective as to said State to the extent of such prohibition, without invalidating, modifying or affecting the remaining provisions of the contract.

 17. This contract may be sold or assigned by the Party of the First Part without any notice to or consent of the Party of the Second Part, and the assignee of said contract shall have all the rights of the Party of the First Part as specified in this contract.
 - IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in quadruplicate this 2 day of **January 1940** , 193

WASHINGTON MACHINERY & STORAGE COMPANY
By Y
Party of the First Part.
The Heaven
Party of the Second Part.
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Conditional Sale Contract with	Washington Machinery & Storage Co. SEATTLE, WASH. Dated 193. Expires 716 No. 23291 Machington Machinery Marage. Machington Machinery Marage. Again. 20 1940 Machington 20 1940 Machington 20 1940 Machinery Machinery Marage. Machinery Machinery Marage. Machinery Machinery Marage. Machinery Machinery Marage.
and voluntary act and deed of said Coath stated that they were authorized porate seal of said corporation.	A. D. 193, personally appeared before andof the Corporation nstrument and acknowledged the said instrument to be the free orporation, for the uses and purposes therein mentioned, and on to execute said instrument and that the seal affixed is the cor- e hereunto set my hand and affixed my official seal the day and
STATE OF WASHINGTON County of King THIS IS TO CERTIFY: That on 193, before me, the undersigned, missioned and sworn, personally cam to me known to be the individual des- edged to me that	Notary Public in and for the State of Washington. residing in Seattle, Washington. A. D. A Notary Public in and for the State of Washington, duly com- eribed in and who executed the within instrument, and acknowl
the year first above written.	Notary Public in and for the State of Washington. residing in Seattle, Washington.