

#35813

J. A. Gaines to Union Oil Company

Union Oil Company of California Conditional Sale contract

This Agreement, made and entered into this 25th day of July, 1946, by and between Union Oil Company of California, a corporation, Seller, and J. A. Gaines buyer, whether one or more, Witnesseth:

That Seller promises to deliver to buyer at No. \_\_\_ Street, City of Skamania, State of Washington and, upon the payment of the purchase price, hereinafter specified and freight and cartage charges, if any, and upon the full performance of the covenants and agreements on the part of Buyer, hereinafter contained, to sell and assign unto Buyer the following described personal property, to-wit:

2 - 1000-gallon tanks;

Said personal property to be installed upon that certain real property situate in the county of Skamania, State of Washington, described as follows, to-wit:

All that portion of the NW-SE Section 34-2-6 which lies on the Northernly side of State Highway No. 3, excepting therefrom a strip of land 20' in width off the West side thereof, and excepting county highway and right of way Northwestern Electric Co. containing  $1\frac{1}{2}$  acres.

The full purchase price of said property is \$233.57 which includes Washington State Sales Tax of \$6.21, which said sum Buyer agrees to pay to Seller at 608 Yeon Bldg., Portland 8 Oregon as follows: \$46.85 upon execution of this instrument, receipt of which is hereby acknowledged, and the balance of \$186.86 in installments of \$7.78 on or before the 1st day of each and every month, commencing August 1, 1946.

Buyer agrees that he will keep and maintain said property in good order, condition and repair at his own expense, and will indemnify and save harmless Seller from any loss or damage to said property by fire, theft, or from any other cause whatsoever; that he will pay all taxes that may be assessed or levied against said property, or any thereof; that he will not assign or transfer or encumber his interest in said property, or any thereof, without the written consent of Seller first obtained; that he will not permit any attachment or other lien to be placed upon said property, or any thereof; that he will not remove or permit to be removed any of said property from the premises above described without the written consent of Seller first obtained; that he will, until the obligations of Buyer hereunder are fully performed or terminated, use the said property and equipment exclusively for the purpose of storing, distributing and vending petroleum products which may be sold or furnished to him by Seller, and will, during all of said time, regularly handle and sell or offer for sale through and by means of said property and equipment petroleum products sold or furnished to him by Seller.

Time is of the very essence of this agreement, and in the event that Buyer shall fail to pay any installment of said purchase price at the time and in the manner hereinbefore provided, or shall fail to keep or perform any of his obligations hereunder, then Seller shall have the right at its option, without notice to or demand of Buyer, either to declare the unpaid portion of the purchase price immediately due and payable and proceed to collect the same, or to retake said property either with or without legal process, and in that event all payments heretofore made shall be retained by Seller as agreed rental for said property. The reception of said property by Seller shall not preclude Seller from recovering damages for misuse of or damage to said property, or other violation of this agreement, other than non-payment of the purchase price.

Seller agrees, upon payment of the full purchase price as and when due and the performance of the terms hereof by Buyer, to assign and transfer the title to the above de-

Book 3 of Agreement and Leases.

scribed property to Buyer, by bill of sale.

Seller makes no warranty in respect to the above described property, or any thereof, other than that title will be vested in Buyer upon compliance with his obligations hereunder.

This contract expresses the full agreement of the parties hereto, and no agreement other than as herein set forth shall be obligatory upon either party.

In Witness Whereof, the said Union Oil Company of California, has caused these presents to be signed in its name, by D. P. Hunter, its Division Manager at Portland, Oregon this 13th day of August A. D. 1946, by special and limited authority conferred upon him for the purpose by the Board of Directors.

Union Oil Company of California  
By D. P. Hunter, Division Manager  
Portland Division  
J. A. Gaines, Buyer

The undersigned, owner of the premises upon which the property described in the foregoing agreement is to be installed, hereby consent to the making of said agreement and agree that said Union Oil Company of California may remove any and all property which may have been, or may hereafter be, placed by it upon said premises, as provided in said agreement.

Dated July 25, 1946.

Witnesses: K. D. Noyland

J. A. Gaines

(seal)

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss

On this 25th day of July, in the year A. D. 1946, before me, R. M. Wright, a notary public in and for said county and state, residing therein and duly commissioned and sworn, personally appeared J. A. Gaines and \_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their 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 in this certificate first above written.

(Notarial seal affixed)

R. M. Wright  
Notary Public in and for said county and state. My commission expires March 18, 1947.

Filed for record August 20, 1946 at 1-15 p.m. by Grantee

Melvin J. Jones  
Skamania County Auditor.

#35825

Haktor Aalvik to H. E. Williams and assigned to  
Smith Construction Company

This Indenture made and entered into this 24th day of August, 1944, by and between Haktor Aalvik, a single man, Lessor, and H. E. Williams, Lessee, Witnesseth:

That the Lessor in consideration of the rentals to be paid as hereinafter provided does hereby lease and let unto the Lessee the following described real property in Skamania County, Washington, to-wit:

Lots 3, 4, 5 and 6, Block 3, Riverview Addition to the Town of Stevenson, except the right-of-way of the S. P. & S. Railway Company

for the term of five years from the first day of September, 1944.

The lessee promises and agrees to pay as rental therefore the sum of \$10.00 per month payable quarterly in advance and to keep the buildings thereon insured with some