

## Book 3 of Agreements &amp; Leases

Gecil Audrey, Rose, Archie Ray, Rosa, personally known to him to be the same person (s) whose name (s) are subscribed to the within and annexed Instrument, execute and deliver the same, and they acknowledged to said affiant that they executed the same, and that said affiant subscribed his name thereto as a Witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the said county the day and year in this certificate first above written.

(Notaria, seal affixed)

R. C. McCormick  
Notary Public in and for said County  
and State.  
My Commission Expires June 19, 1949.

Filed for record June 29, 1948 at 10:26 A.M. by F. L. Lee.

*James C. Williams*  
Skamania County Auditor.

#38132

F. L. Lee to Archie Ray Rose

CONTRACT OF CONDITIONAL SALE

THIS CONTRACT, made between F. L. Lee, hereinafter called "Seller" and Archie Ray Rose, hereinafter called "Buyer" who conducts a service station at North Bonneville, Washington, hereinafter called "Buyer's Premises",

WITNESSETH:

1. Buyer hereby agrees to purchase from Seller the following described personal property hereinafter called "equipment",

- 2 - Service Station Pumps Serial Nos. 200750 - 203243
- 2 - 2550 Gallon underground storage tanks
- 1 - Air Compressor Model W-3108-H Serial No. MC-71025
- 1 - Hoist PJ 1888
- 4 - 30-Gallon Hi-boys
- 1 - Truck Tank

and to pay therefor in lawful money of the United States the total purchase price of \$2296.78 (which includes applicable taxes) as follows:

1.00¢ per gallon of gasoline delivered to Buyer's premises, payable by the 25th day of each month thereafter until the balance of \$2296.78 has been paid in full.

2. Buyer hereby acknowledges receipt of said equipment in good condition and agrees not to sell, attempt to sell or otherwise dispose of said equipment, nor to take the same out of the State of Washington, nor permit the same to be removed from the Buyer's possession except upon the written consent of Seller, Buyer further agrees not to create any lien or charge of whatsoever nature against said equipment for either storage, repairs or otherwise.

3. No warranties, express or implied, representations, promises or statements concerning said equipment have been made by Seller to Buyer, and none shall be applicable to this transaction unless endorsed hereon.

4. Should any loss, damage or injury result to said equipment from any cause whatsoever, such loss, damage or injury shall not relieve Buyer from the obligation to purchase and pay for the same according to the terms of this contract, and Buyer assumes all risk of loss and shall not recover any payments made under the provisions hereof.

5. In the event that Buyer should at any time make default in the payment of any of said amount when due, or fail to perform any of the conditions and covenants herein contained or shall become financially involved or insolvent, Seller or its assigns, may without notice to Buyer declare any and all payments herein provided for to be due and payable at once, or may terminate this contract and immediately take possession of said equipment wherever found, without process of law, using all necessary force to do so, retaining as compensation for depreciation in value and for the use of said equipment, all payments

## Book 3 of Agreements and Leases

previously made by Buyer, and Buyer hereby waives and relinquishes all rights to money so paid.

6. Buyer agrees that said equipment shall at all times during the life of this contract be kept on Buyer's premises; that nothing will be done or permitted to be done, which will impair Seller's interest in said equipment; that said equipment shall be maintained in good condition and repair, and used in a careful and reasonable manner for the sole purpose of storing and handling products supplied by Seller until the payment of the purchase price and performance of all the terms and conditions hereof, all at the time and in the manner herein provided and thereafter unless or until all descriptions, insignia, colorings and markings indicating or tending to indicate that the same is used for the storing or handling of products supplied by Seller, are effectively removed and obliterated therefrom.

7. In the event Seller or its assigns shall employ an attorney to recover either the property or collect any unpaid balance due under this contract, Buyer agrees to pay such attorney's fees as may be incurred by Seller and any expense that Seller may incur in recovering possession of said equipment.

8. Title to said equipment shall remain in Seller until all of the payments herein provided for are made and all conditions herein contained fully complied with by Buyer. Upon full performance of all the conditions and provisions hereof, Seller will execute to Buyer a Bill of Sale covering said equipment.

9. Time is expressly made of the essence of this contract.

10. Buyer has no assignable interest in this contract or in said equipment and shall make no attempt to assign the same, and any attempt to so assign shall be null and void and no right, title or interest shall vest in Buyer's Assignee. In the event Buyer shall be adjudged bankrupt or shall make an assignment for the benefit of creditors, Seller, at its option shall be entitled to recover the possession of said property and any balance remaining to be paid by Buyer under this contract.

11. Buyer agrees to indemnify and hold Seller harmless from and against any and all liability for damage to or loss of property or for injuries to or death of any person or persons arising out of, or in any way connected with the condition, use, possession, maintenance or operation of said equipment.

12. No waiver by Seller of any right, privilege or election hereunder shall operate as a waiver with respect to any other act of omission of Buyer's, whether of like nature or otherwise.

13. Buyer shall observe and comply with all governmental laws, rules and regulations relating to the operation, maintenance and use of said equipment, and agrees to bear the expense of and pay all fees, licenses, taxes, assessments or other charges that may be imposed upon or in connection with the equipment or the use thereof.

14. Any written notice to Buyer shall be considered to have been given when deposited in the United States mail, postage prepaid, addressed to Buyer at Buyer's address hereinabove first mentioned.

IN WITNESS WHEREOF, parties hereto have caused these presents to be duly executed in duplicate this 1 day of June 1948.

F. L. Lee  
F. L. LEE, Seller

Archie Ray Rose  
ARCHIE RAY ROSE, Buyer

Filed for record July 12, 1948 at 9-61 a.m. by F. L. Lee.

John C. Wadsworth  
Skamania County Auditor