

Given under my hand and official seal the day and year last above written.

(Notarial Seal affixed)

Robert J Salvesen
Notary Public in and for the state of Washing-
ton,
residing at Stevenson, therein.

NO. 190 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID OCT 16 1951 AMOUNT 30.00 COUNTY TREAS-
URER BY Julia Lee, Dep

Filed for record October 17, 1951 at 10-00 a. m. by S. T. Combs.

John C. Nachtergaele
Skamania County Auditor

#43114

Chester Thomas to Emmett R Steele, et ux

EASEMENT

The grantor, Chester Thomas, a single man, of the Town of Stevenson, County of Skamania, State of Washington, for and in consideration of the sum of One Dollar in hand paid, hereby grants, bargains, sells and conveys to Emmett R. Steele and Maud E. Steele, husband and wife, whose address is Stevenson, Washington, an easement for a water pipe line and an easement for a road right of way on, over and across the following described real property situated in the County of Skamania, State of Washington:

Commencing at a point which is 20.2 feet west of the southwest corner of a strip of land 150 feet in width cut off the north side of said Lot 1 of Stevenson Park Addition; thence south 42° 09' east to intersection with the west side of Strawberry Road; thence south 00° 36' east 84.7 feet along the west side of Strawberry Road; thence west 185 feet; thence north 150 feet to the south line of said 150 foot strip; thence east along the south line of said 150 foot strip to the place of beginning containing 77/100 acres, more or less.

Dated this 18th day of October, 1951

Chester Thomas (SEAL)

STATE OF WASHINGTON

County of Skamania

ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 18th day of October, 1951, personally appeared before me Chester Thomas to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial Seal affixed)

Robert J. Salvesen
Notary Public for Washington,
residing at Stevenson, therein.

NO. 192 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID OCT 18 1951 AMOUNT 50¢ COUNTY TREAS-
URER BY Julia Lee, Dep

Filed for record October 18, 1951 at 9-45 a. m. by Emmett R. Steele.

John C. Nachtergaele
Skamania County Auditor

#43116

Archie C. Wilson, et ux to Fern R. Claiborne

CONTRACT OF SALE

THIS AGREEMENT, made this day by and between ARCHIE C. WILSON and LOUISE W. WILSON, husband and wife, hereinafter called "Sellers", and FERN R. CLAIBORNE, hereinafter called "Purchaser":

WITNESSETH:

Whereas the sellers are the owners of certain real and personal property located in North Bonneville, Washington, and are utilizing same in conducting a tavern and cafe business under the firm style and name of "Gardens Tavern and Cafe"; and

Whereas sellers have offered for sale their business, which sale includes said real and personal property; and

Whereas the purchaser has accepted sellers' offer to purchase the aforementioned business and real and personal property:

NOW, THEREFORE, in consideration of the purchase price to be paid sellers by purchaser and of the other covenants herein, the sellers hereby sell to purchaser, and the purchaser does purchase from the sellers, their heirs, executors or assigns, sellers' tavern and cafe business, including the following described real and personal property situate in Skamania County, State of Washington, on the terms and conditions hereinafter set forth:

DESCRIPTION OF REAL ESTATE:

Beginning at a point on the Southerly line of the Evergreen Highway which is North 81° 00' West 550 feet from a point which is South 1257 feet and West 38.93 feet from the common corner of Sections 15.16, 21 and 22 in Township 2 North, Range 7 East of the Willamette Meridian; and running thence North 81° 00' West, along said Highway, 50 feet; thence South 9° 00' West 100 feet; thence South 81° 00' East 50 feet; and thence North 9° 00' East 100 feet to the place of beginning, said tract being designated as Lot Three (3) in Block Four (4) of the unrecorded plat of the Town of North Bonneville, County of Skamania and State of Washington;

DESCRIPTION OF PERSONAL PROPERTY:

Equipment in Tavern:

- 1- 2 keg Kalvinator box
- 1- Doud and McCoy safe
- 1- Ohmar cash register
- 1- complete back bar
- 1- bar
- 1- 3 compartment sink
- All light fixtures
- All tables, booths and bar stools

Equipment in Cafe:

- 1- Hubbard refrigerator
- 1- G. E. Electric hot water heater
- 1- Long range and grill
- 1- Electric steam table
- 1- Welds deep fryer
- 1- Cash register
- 5- booths
- 1- Electric wall heater
- 1- Pie case
- All dishes, silverware, utensils, pots, pans, etc.,
- Now situate in the above described premises.

PURCHASE PRICE: The purchase price of the above described real and personal property and aforementioned business is the sum of Eighteen Thousand and no/100 (\$18,000.00) Dollars, of which the purchaser has paid unto the sellers the sum of Seven Thousand and no/100 (\$7,000.00) Dollars, receipt of which is hereby acknowledged by sellers and the balance thereof shall be paid as follows:

PAYMENTS: Purchaser agrees to pay unto the sellers the remainder of the purchase price of \$11,000.00, together with the interest thereon from date at the rate of 5% per annum on the unpaid balance, in monthly installments of \$250.00 or more, plus accrued interest, commencing on the 1st day of November, 1951, with a like payment, plus interest, due and payable on the 1st day of each and every month thereafter until the balance of the purchase price, together with interest thereon, is paid in full. All monthly installments shall be paid to sellers at Route 2, Box 147, Ridgefield, Washington, or at such other places as

the sellers may direct in writing.

UNIT SALE: It is expressly understood and agreed the business and real and personal property sold herein is purchased by the purchaser as a unit and any payments made hereunder shall not be considered as payment in full for any particular item or portion of said business or property.

PURCHASER'S COVENANTS: The said purchaser agrees to the following terms and conditions, to-wit:

1. To make the payments above agreed to, promptly, in the manner and on the dates above named.

2. To keep the building on the premises and equipment and fixtures situate therein, constantly insured in companies selected by the sellers against loss or damage by fire in a sum of not less than \$10,000.00, with loss payable to sellers and purchaser as their respective interests may appear; all policies on the building and equipment to be delivered to the sellers.

3. To take the property hereby in the condition as it stands at the date of this contract and to pay the consideration agreed upon and named herein regardless of any loss, destruction or damage by fire or from any other cause.

4. To abide by the laws of the State of Washington and the ordinances of the town of North Bonneville, in the conduct, operation and use of said premises and to operate and conduct the business in such a manner as not become a public nuisance.

5. To keep the said premises, fixtures and appurtenances at all times in as good condition as same are now.

6. To permit the sellers, or their agent, to enter into or upon said premises at any reasonable time to inspect the same.

7. To pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and incumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said premises and agree not to permit or suffer any part of said premises to become subject to any assessments, liens, charges or incumbrances whatsoever having or taking precedence over the rights of the sellers in and to said property.

8. To make no alterations which would materially effect the general structure of the premises or fixtures sold herein, nor remove any of said fixtures from said building.

9. Not to lease or rent that portion of the premises now used for a tavern business, nor the fixtures and equipment for same, without first having the written consent of sellers.

ADVANCES: In the event purchaser shall fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the sellers may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the purchaser to the seller with interest thereon from each respective date of advancement until paid at the rate of 10 per cent per annum payable to the sellers semi-annually.

REPRESENTATIONS: Purchaser has inspected the premises, fixtures and business sold herein and found the same to be as sellers represented, and she agrees that no promises, representations, statements or warranties, expressed or implied, shall be binding on the sellers unless expressly contained herein.

SELLERS' COVENANTS: The sellers agree that when the purchaser shall have paid the

balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the sellers to or for the benefit of the purchaser or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract to make, execute and deliver to the purchaser or assigns a good and sufficient Warranty Deed and Bill of Sale conveying title to said premises and personal property free and clear of all incumbrances whatsoever. It is understood that the warranties of said deed shall, after the date of this contract, apply only to the acts of the sellers and shall not include any taxes or assessments which may have become a lien after the date of this contract. Sellers further agree to furnish to the purchasers a policy of title insurance certified to date of this contract when the full sum of the principal and interest has been paid in full.

FORFEITURE: Time is the essence of this contract and if the purchaser shall fail, refuse or neglect to pay either or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the purchaser to be performed, then the sellers shall have the right to declare this contract null and void, and if the purchaser shall fail to make good such default within ten (10) days after the sellers shall have served a written Notice of Declaration of Forfeiture by delivering said notice to the purchaser or mailing same by registered mail to said purchaser at her last known address or to the address given on this contract at the sellers' option, then and in that event all of the rights of the purchaser in and to the property described herein and all rights under this contract, shall immediately and utterly cease and determine and the property described herein shall revert to and revest in the sellers without further action on the part of the sellers and without any right of the purchaser to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the sellers under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the sellers as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and as the liquidated damages to the sellers for the purchaser failure to complete this contract.

ASSIGNMENT: It is agreed that no assignment of this contract shall be valid unless the same shall be made in proper legal manner endorsed thereon and attached to each copy of this contract and countersigned by the sellers, and that any such assignment or attempted assignment without complying with this term of the contract shall be null and void and of no legal force and effect.

WAIVERS: No assent, expressed or implied, by sellers to any breach of purchaser's covenants or agreements shall be deemed to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed in duplicate this 15th day of October, 1951.

Fern R Claiborne
PURCHASER

Archie C. Wilson

Louise W. Wilson
SELLERS

Purchaser's Address: Box 195, North Bonneville, Washington

STATE OF WASHINGTON)
County of Clark) ss.

On this 15th day of October, 1951, personally appeared before me Archie C. Wilson and Louise W. Wilson, husband and wife, and Fern R. Claiborne, to me known to be the individuals that executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and seal the day and year first above written.

(Notarial Seal affixed)

Robert W. O'Dell
Notary Public for the State of Washington,
residing at Camas, therein.

NO. 193 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID OCT 18 1951 AMOUNT 90.00 COUNTY TREASURER BY Julia Lee, Dep.

Filed for record October 18, 1951 at 10-15 a. m. by Archie C. Wilson.

John C. Nachter
Skamania County Auditor

#43118

Ency Collard to Frederick L. Lee, et ux

WARRANTY DEED

The grantor, Ency Collard, now and at the time of acquiring title a single woman, of the city of Camas, county of Clark State of Washington, for and in consideration of One and no/100 (\$1.00) dollars in hand paid, conveys and warrants to Frederick L. Lee and Julia A. Lee, husband and wife, of Stevenson, Washington, the following described real estate, situate in the county of Skamania state of Washington:

The East twenty-five feet of the following lot or property:

Beginning at a point on the Southerly line of the Evergreen Highway, which said point is North 81 degrees 00' West 850 feet from a point which is South 1257 feet and West 38.93 feet from the common corner of Sections 15, 16, 21 and 22, in Township 2 North of Range 7 East of the Willamette Meridian, and running thence North 79 degrees 51' West along said highway 50 feet; thence South 10 degrees 09' West 100 feet; thence South 79 degrees 51' East 51.3 feet; and thence North 9 degrees 34' 30" East 100 feet to the place of beginning, said tract being designated as Lot 9, Block 4, of the unrecorded plat of the town of North Bonneville.

Dated this 18th day of October, 1951.

Ency Collard

STATE OF WASHINGTON)
County of Skamania) ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 18th day of October, 1951, personally appeared before me Ency Collard, now and at the time of acquiring title a single woman, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial Seal affixed)

Raymond C Sly.
Notary Public in and for the State of Washington.
residing at Stevenson.

\$.55 USIR Stamps and \$.50 State Stamps affixed, cancelled "Cancelled 10-18-51 J.A.L."