

NO. 330
 SKAMANIA COUNTY
 TRANSACTION EXCISE TAX
 PAID FEB 13 1952
 AMOUNT \$75.00
 COUNTY TREASURER
 BY *M. Jeter*

THIS AGREEMENT made and entered into by and between John H. Liggett
 North Bonneville, Wn.,
 and Jessie M. Liggett, husband and wife, vendors, and Arthur M. Humpage
 and Ernestine Humpage, husband and wife, vendees, WITNESSETH:

That the vendors covenant and agree to sell and convey unto the
 vendees and the vendees agree to purchase the following described real and
 personal property in Skamania County, State of Washington, to-wit:

Beginning at a point 1415.03 feet south and 63.98 feet west
 of the northeast corner of Section 21, Twp. 2 N. R. 7 E. W. M.
 and south 81° 00' East 50 feet, and south 9° 00' West 120 feet
 to the true point of beginning of tract described herein; thence
 south 81° 00' east 100 feet; thence south 9° 00' West 68 feet
 to the north line of right of way of the Spokane, Portland and
 Seattle Railway; thence westerly along the north line of said
 railway right of way to a point south 9° 00' west of the point
 of beginning; thence north 9° 00' east 62 feet to the point of
 beginning, being designated as Lot 12 of Block 7 of the un-
 recorded plat of North Bonneville, Skamania County, Washington, and

Also all furniture, fixtures and equipment, including lockers, plumbing
 equipment, locker doors, refrigeration machinery and all other personal
 property contained in the building upon the premises above described and
 used in connection with the refrigeration plant and particularly includ-
 ing meat block, scales, slicing machine and tape machine, free from in-
 cumbrances.

The purchase price of said real and personal property is the sum of
 Thirteen Thousand Seven Hundred Fifty and no/100 (\$13,750.00) Dollars. It
 is hereby agreed by and between the parties that the real property included
 in the above description is of the value of Seven Thousand Five Hundred and
 no/100 (\$7,500.00) Dollars, and the value of the personal property is the
 sum of Six Thousand Two Hundred Fifty and no/100 (\$6,250.00) Dollars.

It is further agreed that the lockers and those items of equipment
 above described or now contained in said building which are affixed to the
 real property in such manner that they could not be removed without material
 destruction to the building shall be considered a part of the realty and
 the balance of the ~~balance~~ of the property shall be and is hereby determined
 to be personal property.

The purchase price shall be paid as follows: One Hundred and no/100
 (\$100.00) Dollars upon delivery of these presents, the receipt whereof is
 hereby confessed, and on the first day of July, 1952, the sum of One Hun-

dred Twenty-five and no/100 (\$125.00) Dollars, and the sum of One Hundred Twenty-five and no/100 (\$125.00) Dollars on the first day of each month thereafter until the full amount of principal has been paid. Interest shall be paid monthly at the rate of five per cent (5%) per annum commencing on the 1st day of April, 1952.

The vendees further promise and agree that they will pay before delinquency all taxes and other assessments which may be lawfully levied or charged against said premises and will keep the said premises and the contents thereof insured in some responsible insurance company in a sum not less than \$14,000.00 with the loss, if any, payable to the vendors as their interest may appear.

The vendees further promise and agree that they will keep said premises free and clear of all lien claims which may become a charge against the premises prior to the interest of the vendors under the terms of this contract and that all improvements or betterment or labor including materials or labor shall be at the sole expense of the vendees and no liability therefor shall be incurred on behalf of the vendors as their agent.

The vendees assume liability for loss of said premises by reason of fire or the elements and the vendors shall not be chargeable for breach of contract in event of such loss.

Upon payment of the purchase price aforesaid, together with interest, and all other sums payable hereunder the vendors will make, execute and deliver unto the vendees a good and sufficient warranty deed and bill of sale conveying said premises to the vendees, free and clear of all incumbrances save and except which may have been incurred or permitted by the vendees and will, upon demand, after the sum of \$3,000.00 has been paid hereon, secure and deliver to the vendees a policy of title insurance upon the real property above described in the principal sum of \$7500.00 showing merchantable title in the vendors as of the date of this contract and free from incumbrances made or suffered by them subsequent thereto. Provided,

that the vendees may obtain title insurance prior to the time above specified and in such event the vendors will reimburse the said vendees for the premium paid when the sum of \$3,000 shall have been paid on account of principal.

This contract shall not be assignable without the written consent of the vendors until the sum of \$4,000.00 shall have been paid on account of principal. Thereafter this contract may be assigned by the vendees without such consent.

Time is of the essence of this agreement but acceptance of any installment or interest after the due date or the waiver of any breach of covenant shall not be construed as a waiver of this covenant and upon default the vendors may, at their option, immediately terminate this agreement and take possession of said premises without any suit at law being required. In event it becomes necessary for the vendors to bring an action at law for the recovery of said premises or to quiet title thereto by reason of the execution of this contract, the vendees promise and agree to pay the costs thereof, including a reasonable attorney's fee, to recover any judgment which may be rendered in such action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 11th day of February, 1952.

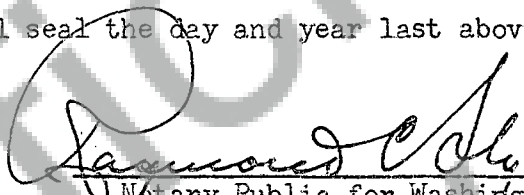
John H. Liggard (SEAL)
Jessie M. Liggard (SEAL)
 VENDORS

Arthur M. Humpage (SEAL)
Ernestine Humpage (SEAL)
 VENDEES

STATE OF WASHINGTON,)
) ss.
 County of Skamania.)

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 11th day of February, 1952, personally appeared before John H. Liggett and Jessie M. Liggett, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their 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.


 Notary Public for Washington,
 residing at Stevenson therein.

Unofficial Copy