

43845

NO. 390  
 SKAMANIA COUNTY  
 TRANSACTION EXCISE TAX  
 PAID APR 15 1952  
 AMOUNT 10.00  
 COUNTY TREASURER  
 BY *Julia Lee Dep*

CONTRACT TO SELL REAL ESTATE AND  
 CERTAIN OTHER PROPERTY AND EQUIPMENT.

This agreement is made and entered into by and between Charles T. Coovert and Nina M. Coovert, *RT 2, Box 285, Washougal, Wash.* husband and wife, hereinafter called the sellers, and Myrno A. Madden and Olive E. Madden, husband and wife, hereinafter called the purchasers.

(1) The sellers agree to sell to the purchasers and the purchasers agree to buy from the sellers, all in accordance with the terms of this agreement, the following described real estate situated in the County of Skamania, State of Washington, to-wit:

Lot No. 52 of the Washougal Riverside Tracts situated in Section 31, Township 2 North, Range 5 East, W.M. in Skamania County, Washington, according to the duly recorded plat thereof.

together with the sawmill situated thereon and the personal property and equipment installed thereon, which is listed as follows:

3 headblock carriage  
 1 saw husk  
 1 56" hoe saw  
 1 48" Simond saw  
 1 Model A motor  
 1 Cadillac motor  
 1 Chevrolet motor  
 1 International motor  
 1 Dodge dump truck  
 Log haul  
 32" cut off saw, steel frame  
 Corley 4 x 27 steel edger  
 Lumber rools  
 Sawdust conveyors  
 Belts, chains, peaveys, etc.

(2) The purchasers agree to pay to the sellers as the purchase price of the property described above the sum of Four Thousand (\$4000.00) Dollars, to be paid as follows:

(a) \$500.00 upon the execution and delivery of this agreement, receipt of which is hereby acknowledged.

(b) \$150.00 on January 10, 1952.

(c) \$650.00 on February 10, 1952.

(d) \$150.00 on the 10th day of each calendar month thereafter until the purchase price with interest is paid in full.

(e) The unpaid portions of the purchase price shall bear interest at the rate of 5% per annum from the date of this agreement. The payments provided for above shall be applied first to interest accrued, and the remainder thereof shall be applied upon the unpaid balance of the purchase price.

(3) The purchasers agree to pay before delinquency all taxes and assessments that may hereafter become a lien upon the real estate, personal property and equipment described above.

(4) The purchasers hereby assume all hazards of damage to or destruction of any improvements or equipment now on said land or hereafter to be placed thereon, and no such damage or destruction shall constitute a failure of consideration on the part of the sellers.

(5) The purchasers agree that they will, before beginning operation of the sawmill situated on the premises, take out and maintain at their own expense until full payment of the purchase price a policy or policies insuring against loss or damage to the improvements and equipment by fire in an amount not less than \$2500.00. Such policy or policies shall bear an endorsement showing that loss is payable to the sellers as their interests may appear.

(6) The purchasers have made a full inspection of the premises and equipment described above, and they accept said premises and equipment in their present condition. The purchasers agree and promise that they will keep the premises and equipment in a good state of repair and in an operating condition as a sawmill at their own expense. The purchasers agree that they will make no improvements or alterations on the premises without the prior written consent of the sellers, except for alterations and improvements designed to facilitate use of the premises and equipment as a sawmill. The purchasers further agree that they will allow no liens for such alterations or improvements or for repairs to accrue or attach to such real or personal property. It is understood and agreed that the purchasers are now in the process of making some improvements to the sawmill, and in the event of a forfeiture of this contract or of a

reversion of the property covered by this contract to the sellers, such improvements and all other improvements and replacements of equipment shall revert to the sellers.

(7) The purchasers shall not have the right to sell, assign, lease or mortgage or otherwise dispose of their interest in this contract without the prior written consent of the sellers.

(8) If the purchasers shall fail to make any payment provided for herein to be made by them, or if the purchasers shall fail to comply with any other covenant or agreement contained herein, the sellers may make such payment as is necessary to fulfill the terms of this agreement, and the amount so paid by the sellers shall be deemed added to and a part of the purchase price, shall be immediately due and payable and shall bear interest at the rate of 8% per annum until paid.

(9) Time is the essence of this contract. In case the purchasers shall fail to make any payment provided for in this contract at the time the same shall fall due as hereinbefore provided, or within ten days thereafter, or to perform any covenant or agreement contained in this contract, the sellers may declare a forfeiture and cancellation of this contract, and thereupon all rights of the purchasers under this contract shall cease and terminate, and all payments theretofore made by the purchasers under the terms of this contract shall be retained by the sellers in liquidation of damages sustained by reason of such failure. In the alternative, the sellers may bring action on any intermediate overdue payment, or on any payment made by the sellers and repayable by the purchasers, and no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the sellers of any default on the part of the purchasers shall be construed as a waiver of any subsequent default. In the event the sellers bring an action to enforce forfeiture of this contract or to collect any overdue payment provided for herein, or to enforce any other covenant herein, the purchasers agree to pay a reasonable attorney's fee to be fixed by the court in any such action.

(10) The purchasers shall be entitled to possession of the premises

immediately upon execution and delivery of this contract. All payments required hereunder shall be made by the purchasers to the sellers at the home of the sellers at Route 2, Box 235, Washougal, Washington.

(11) The sellers agree that upon full compliance by the purchasers with the terms of this contract, the sellers will execute and deliver to the purchasers an appropriate warranty deed to the premises and a bill of sale to the equipment hereinabove listed. The sellers will upon such full compliance also procure and deliver to the purchasers a policy of title insurance in the amount of \$1000.00, insuring the sellers' title as of the date of this contract, but not insuring against any liens or encumbrances incurred or suffered subsequent to the date of this contract. The premium cost of such policy of title insurance will be borne equally by the purchasers and the sellers. It is understood and agreed that no title report has been obtained on the real property described above and that the sellers will immediately arrange for a title report. This entire contract is conditioned upon the receipt of a satisfactory title report showing that the sellers have a marketable title or a title acceptable to the purchasers to the real property described above. In the event that such title report is not satisfactory, this contract shall be deemed null and void and neither party shall have recourse against the other by reason of the unsatisfactory condition of the title.

Dated this 11th day of December, 1951.

Charles T. Coover  
Mina M. Coover  
 Sellers.

Myrna A. Madden  
Olive E. Madden  
 Purchasers.

County of Clark )  
 ) ss

On this day before me personally appeared Charles T. Coover and Mina M. Coover, his wife, to me known to be the same persons named in and who signed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.



Agnes Annable  
 Notary Public in and for the State of  
 Washington, residing at Vancouver.

STATE OF WASHINGTON)

County of Clark ) ss

On this day before me personally appeared Lyrno A. Madden and Olive L. Madden, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and notarial seal this 11th day of December, 1951.

Agnes Annable

Notary Public in and for the State of  
Washington, residing at Kennewick.

