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BOOK 25 PAGE 192

379  
 SKAMANIA COUNTY  
 TRANSACTION EXCISE TAX  
 PAID APR 4 1952  
 AMOUNT \$40.00  
 COUNTY TREASURER  
 BY *Mable J. Peters*

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of April, 1952, between Arlo R. Adams and Florence G. Adams, husband and wife, hereinafter called the seller, and Hugh J. Irwin and Ray Irwin, a partnership doing business as Irwin Bros., whose address is North Bonneville, Washington, hereinafter called the purchaser.

WITNESSETH: The seller agrees to sell to the purchaser; and the purchaser agrees to purchase of the seller the following described real and personal property with the appurtenances, situate in Skamania County, Washington:

## REAL PROPERTY

Beginning at a point on the northerly line of the Evergreen Highway, 860.08 feet south and 2005.14 feet west of the north-east corner of Section 21, Township 2 North, Range 7 E.W.M.; and running thence westerly, along the northerly line of said highway, 1041.45 feet to the true point of beginning of the tract herein described; and thence north 75° 58' east along the northerly line of said highway 141.3 feet; thence north 14° 02' west at right angles to said highway, 100 feet; thence south 75° 58' west, parallel to said highway, 204.1 feet to County Road; and thence south 48° 09' east 118.7 feet to the place of beginning; said tract being designated as Lots 7, 8, 9 and 10, Block 20 of the unrecorded plat of the Town of North Bonneville, Skamania County, Washington.

SUBJECT to a service station site and facilities lease in favor of the Union Oil Company of California, a corporation.

AND SUBJECT to a mortgage executed by the seller in favor of the Bank of Stevenson, said mortgage being dated August 1, 1951, and recorded at page 315 of Book Y of Mortgages, Records of Skamania County, Washington, in the principal amount of \$4,030.00; which said mortgage the purchaser hereby assumes and agrees to pay as a part of the purchase price hereof, and on which said mortgage as of April 1, 1952, the seller covenants that there is unpaid the sum of \$2,225.96 in principal and interest.

## PERSONAL PROPERTY

All that stock of garage and service station, equipment, tools, and apparatus (not including merchandise and stock for resale) located as of April 1st, 1952, in and upon the above described real property, and as more particularly set forth on Schedule A attached hereto and by reference made a part hereof.

On the following terms and conditions: The purchase price for the said real and personal property in the sum of Seven Thousand Five Hundred and No/100 (\$7,500.00) shall be paid by the purchaser as follows: The purchaser agrees to pay the unpaid balance of principal and interest on the aforesaid mortgage in the sum of Two Thousand Two Hundred Twenty-five and 96/100 (\$2,225.96) Dollars, which said sum shall be applied toward the said purchase price; the purchaser shall pay the balance of the purchase price in the amount of Five Thousand Two Hundred Seventy-four and 04/100 (\$5,274.04) Dollars in monthly installments of not less than \$150.00 commencing May 1, 1952, and on the 1st day of each and every month thereafter until the full amount of the balance of the purchase price together with interest shall have been paid; the said monthly installments shall include interest at the rate of five per cent per annum computed on the monthly balances of unpaid principal; and the purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with interest then due.

The purchaser agrees: (1) to pay all taxes and assessments which may hereafter become a lien against the said real and personal property; (2) to keep the buildings now and hereafter placed upon the said real property, and the said personal property, unceasingly insured against loss or damage by fire to the full insurable value thereof, and in case of the purchaser's failure so to do the seller at his option may purchase such fire insurance policies and add the cost thereof to the purchase price aforesaid; (3) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purpose; (5) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking of any part thereof for public use, and that no such damage or taking if the same occur

shall constitute a failure of consideration; (6) that a full inspection of the said real and personal property has been made, and that the purchaser does not rely on any representation made by the seller except those herein stated; (7) to assume and pay any excise tax which may be levied on the sale of the said real property to the purchaser under Section 11, Laws Ex. 1951; and (8) to pay any sales tax or compensation tax which may be levied by virtue of the transfer of title to the above described personal property from the seller to the purchaser.

The seller agrees: (1) upon receiving the balance of the said purchase price and interest aforesaid, and whether or not the aforesaid mortgage be paid and satisfied, to make, execute and deliver to the purchaser a warranty deed to the said real property subject to the acts and omissions of the purchaser under this contract and the aforesaid mortgage and service stations site and facilities lease; (2) upon receiving the balance of the purchase price and interest aforesaid, and whether or not the aforesaid mortgage be paid and satisfied, to make, execute and deliver to the purchaser a warranty bill of sale to the said personal property; and (3) that the purchaser shall have possession of the said real and personal property immediately.

IT IS MUTALLY AGREED that Four Thousand and No/100 (\$4,000.00) Dollars of the said purchase price shall be the consideration for the said real property, and that Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars shall be the consideration for the said personal property. Title to the said real and personal property shall remain in the seller until the full amount of the purchase price together with interest shall have been paid and this contract performed in full by the purchaser. Real and personal property taxes (but not sales, compensation or excise taxes) and fire insurance premiums prepaid shall be pro-rated between the seller and the purchaser as of April 1st, 1952.

AND IT IS FURTHER AGREED that time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon the seller so doing, all payments made by the purchaser hereunder and any buildings or improvements placed upon the said real property and the real property itself and the said personal property shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter upon the said real property and to take possession thereof and to take possession of the said personal property; and upon default forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller, the purchaser to have thirty days thereafter to reinstate the contract and to remedy any default.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

Arlo R. Adams (SEAL)

Florence R. Adams (SEAL)

Sellers

IRWIN BROS.

Hugh J. Irwin (SEAL)

Ray Irwin (SEAL)

Purchasers



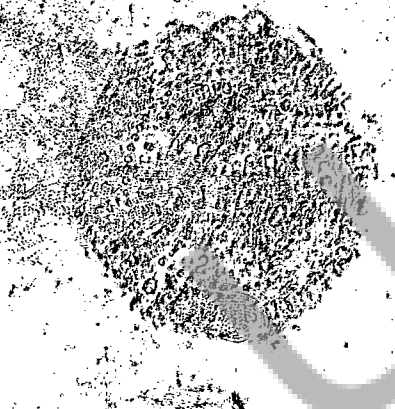
STATE OF WASHINGTON

ss.

County of Skamania

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 4<sup>th</sup> day of April, 1952, personally appeared before me Arlo R. Adams and Florence G. Adams 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.



*Robert J. Salvesen*

Notary Public in and for the State  
of Washington.

Residing at Stevenson, therein.