

48151

A G R E E M E N T

THIS AGREEMENT made and entered into this 30th day of December, 1954, but to take effect as of January 1, 1955, by and between OSCAR F. GARDNER and MABEL H. GARDNER, husband and wife, hereinafter termed the Seller, and KENNETH H. GARDNER and JUANITA R. GARDNER, husband and wife, hereinafter termed the Purchaser,

## W I T N E S S E T H :

THAT, WHEREAS, the Seller is the owner and operator of Gardner's Funeral Home at White Salmon, Klickitat County, Washington, and Stevenson, Skamania County, Washington, said business consisting of the real and personal property hereafter described and the trade name and goodwill attached thereto.

AND, WHEREAS, the parties hereto are desirous of agreeing upon the sale and purchase of said business upon the terms and conditions hereafter set forth,

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto as follows:

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the Seller hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to buy from the Seller the said business known as Gardner's Funeral Home and consisting of the trade name and the goodwill attached thereto and the following real and personal property:

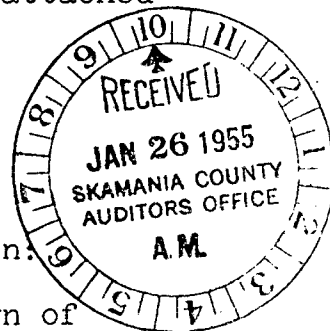
REAL PROPERTY

Tract One at Stevenson, Skamania County, Washington:

Lots One (1) and Two (2), Block Six (6) of the Town of Stevenson, according to the recorded plat thereof.

Tract Two at White Salmon, Klickitat County, Washington:

The north two (2) acres, more or less, of the following described tract of land:



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A small tract of land lying to the immediate west of and contiguous with Tract Two, a more complete and particular description of which will be included in the deed which will be deposited in escrow together with a copy of this agreement.

Inventory of caskets, clothing, shipping boxes and cement boxes, miscellaneous supplies and equipment

The purchase price shall be the sum of \$55,000.00 allocated as follows:

To the real property at White Salmon, Klickitat County, Washington, \$26,000.00 (which said sum is further divided \$22,000.00 to the principal residence and business building and \$4,000.00 to the separate combination apartment, garage and storage building)

The purchase price shall be paid as follows: With interest on deferred balances at the rate of 5% per annum in monthly installments of \$400.00 per month, including interest, on the first day of each and every month commencing on the first day of February, 1955, and continuing on the first day of each and every month thereafter until paid in full.

It is understood and agreed that Purchaser has and acquires no interest by virtue of this agreement or any other agreement in and to any accounts receivable existing as of January 1, 1955.

The Purchaser shall be entitled to immediate possession of said premises. The said Purchaser agrees to the following terms and conditions, to-wit: To make the payments above agreed to, promptly, in the manner and on the dates above named; to keep the buildings on the premises constantly insured in companies selected by the Seller against loss or damage by fire in a sum of not less than the unpaid balance of the purchase price at any time with loss payable to the Seller, all policies on the buildings to be delivered to the Seller; to take the property covered hereby in the condition and 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 to any of the improvements thereon by fire or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to keep the said premises at all times in as good condition as same now are; to permit the Seller or agent to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before same shall become delinquent all taxes, assessments, liens and encumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said premises or which may have been assumed by the Purchaser in this contract and agrees not to permit or suffer any part of said premises to become subject to any assessments, liens, charges or encumbrances whatsoever having or taking precedence over the rights of the Seller in and to said property; to make no alterations on nor remove any of the buildings or other improvements nor injure or destroy any shade trees on the premises without the written consent of the Seller nor permit any waste, destruction or damage on the premises.

Should the Purchaser fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the Seller 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 5% per annum payable semi-annually.

The Seller agrees 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 Seller 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 on his part to be kept and performed and on the surrender of the Purchaser's copy of this contract, to make, execute and deliver to the Purchaser or assigns a good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of this date of all encumbrances whatsoever except any mortgage or other encumbrance which the Purchaser has in this contract or at any subsequent date, specifically agreed to assume and pay, it being understood that the warranties of said deed shall, after the date of this contract, apply only to the acts of the Seller and shall not include any taxes or assessments becoming a lien after the date of this contract.

Time is of the essence of this contract and if the Purchaser shall fail, refuse or neglect to pay either or any of the installments, 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 Seller shall have the right to declare this contract null and void; and if the Purchaser shall fail to make good such default within 30 days after the Seller 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 his last known address or to the address given on this contract, at the Seller's 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 Seller without further action on the part of the Seller 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 Seller under this contract shall thereupon be forfeited without process of law and shall be retained by the Seller 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 Seller for the Purchaser's failure to complete this contract.

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 Seller, 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, provided, however, that when the Purchaser shall have paid \$10,000.00 or more upon the purchase price, the Seller agrees not to withhold his acceptance or consent to such an assignment or transfer without good reason, that is to say, consent or acceptance will be given if the assignee or transferee shall appear financially, educationally and morally capable of assuming the burdens and performance of this agreement.

For the purpose of this agreement, the first \$27,500.00 of the purchase price is designated as the first half and the second \$27,500.00 is designated as the second half and it is understood and



agreed that if the Seller should die, that is to say, the survivor of them, during the life of this agreement and before all of the first half shall have been paid, the Purchaser shall be entitled to an immediate credit or forgiveness and cancellation of any sum remaining unpaid upon said first half. The balance of the total purchase price to be paid into the estate of said survivor or in accordance with the terms of his Last Will and Testament. And the Seller hereby covenants with the Purchaser that the foregoing provision shall be incorporated in the Last Will and Testament of each Seller and the same shall not be revoked and shall be irrevocable as to the Purchaser so long as Purchaser is not in unforgiven or uncondoned default in the performance of this agreement. The foregoing shall be personal to the Purchaser and shall not be for the benefit of any assignee or transferee of Purchaser.

A copy of this agreement, together with a good and sufficient warranty deed to the real property hereinbefore described shall be deposited in escrow with the National Bank of Commerce of Seattle, White Salmon Branch, upon the usual escrow agreement provided by the bank for that purpose.

This agreement shall be binding upon and shall inure to the benefit of the legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed in triplicate the day and year first above written.

Kenneth D. H. Gardner  
Purchaser

Oscar F. Gardner  
Seller

Joanita D. Gardner  
Purchaser

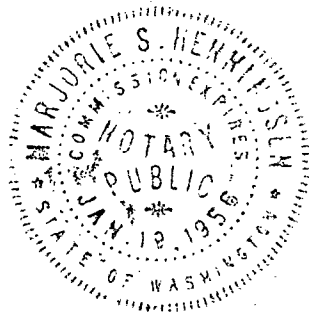
Mabel H. Gardner  
Seller

Address: White Salmon, Washington

STATE OF WASHINGTON )  
County of Klickitat ) SS

On this day personally appeared before me OSCAR F. GARDNER, MABEL H. GARDNER, KENNETH H. GARDNER and JUANITA R. GARDNER, to me known to be the individuals described in and who 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of December, 1954.



*Marie S. Henningsen*  
Notary Public in and for the  
State of Washington, residing  
at White Salmon, therein.

12 1409  
COUNTY  
SACTION EXCISE TAX  
PAID JAN 26 1955  
AMOUNT \$100.00  
COUNTY TREASURER  
BY *Mabel J. Jeter*  
*Annette S. Hutcherson, Dep.*