



# CONTRACT OF SALE OF REAL AND PERSONAL PROPERTY

THIS CONTRACT OF SALE made and entered into this 19th day of May, 1955, by and between PAUL SEIFFERT and FLORENCE SEIFFERT, husband and wife, hereinafter called the Seller, and EMERY O. OWENS and DOROTHY OWENS, husband and wife, 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, State of Washington:

### REAL PROPERTY

Beginning at a point on the southerly line of the Evergreen Highway which is south 1257 feet and west 38.93 feet from the common corner of Sections 15, 16, 21 and 22, Township 2 North, Range 7 E.W.M., and running thence north 81° 00' west along said highway 850 feet; thence north 79° 51' west along said highway 725 feet to the initial point of the tract hereby described; thence north 79° 51' west along the said highway 300 feet; thence south 10° 09' west 8.24 feet; thence south 71° 40' east 303.06 feet more or less to a point 51.5 feet distant from the initial point; thence north 10° 09' east 51.5 feet to the point of beginning; said tract being designated as the west half of Lot 23, all of Lots 24, 25, 26, 27 and 28, and the east half of Lot 29 in Block Four of the unrecorded plat of North Bonneville, Skamania County, Washington.

### PERSONAL PROPERTY

All that stock of garage and service station equipment, tools and apparatus now located in the service station building constructed upon the above described real property, said personal property being 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 above described real and personal property is Fourteen Thousand and No/100 (\$14,000.00) Dollars, of which One Thousand and No/100 (\$1,000.00) Dollars has been paid, the receipt whereof is hereby acknowledged by the Seller, and the Purchaser agrees to pay the balance of the said purchase price in the sum of Thirteen Thousand and No/100 (\$13,000.00) Dollars in monthly installments of \$ 150.00 commencing on the last day of June, 1955, and on the last day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments include interest at the rate of six percent per annum and shall be first applied to interest and then to principal. The Purchaser reserves the right at any time while he is not in default under the terms and conditions of this contract to pay all or any part of the unpaid prin-

cipal amount plus 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, including the second one-half of real and personal property taxes for 1955; (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 and insurable value thereof, and in any event not less than the sum of \$ 10,000.00, 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, provided that the Purchaser may replace the existing store building with a building of greater value if such construction is completed within one year from demolition of the old building, and provided further that no alteration shall be made in the existing cement basement and foundation without the prior written consent of the Seller; (4) not to use the premises for any illegal purpose; (5) to assume 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 shall occur shall constitute a failure of consideration; and (6) that 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.

The Purchaser as a specific inducement made to the Seller to enter into this contract covenants to and with the Seller that he, his agents and employees, will operate and maintain in businesslike order a gas and service station on the premises, and in case of the Purchaser's failure so to do for a period of thirty days or more the Seller shall have the right to declare this contract forfeited and retain all sums paid hereunder as liquidated damages.

The Seller agrees: (1) upon payment of the purchase price in full including interest, to make, execute and deliver to the Purchaser a warranty deed with federal and documentary stamps affixed thereto reflecting a consideration of \$ 13,500.00 conveying the above described real property subject only to the acts and omissions of the Purchaser under this contract, and then to make, execute and deliver to the Purchaser a warranty

bill of sale transferring the title to the garage equipment above described; (2) to assume and pay any excise tax which may be levied on the sale of the above described real property pursuant to Chapters 11 and 19, 1951 Laws, Ex. Sessions; (3) if on application of the Purchaser a title report on the above described real property shall be secured showing any encumbrance or defect in title, to remedy any such defect within thirty days from the date of the title report, and on failure of the Seller to satisfy such encumbrance or remedy such defect the Purchaser shall have the right to rescind this contract and recover all sums paid hereunder; and (4) that the Purchaser shall have possession of the said real and personal property on May 23, 1955.

AND IT IS FURTHER MUTUALLY AGREED that \$ 13,500.00 of the said purchase price shall be the consideration for the said real property and \$ 500.00 of the said purchase price shall be the consideration for the said garage equipment. Title to the said real property and garage equipment is now and at all times shall remain in the Seller until the full amount of the purchase price together with interest has been paid and this contract has otherwise been fully performed by the Purchaser.

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, 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 30 days thereafter to reinstate the contract and to remedy any defaults.

IN WITNESS WHEREOF the parties have hereto signed their hands and seals this 19th day of May, 1955.

Erney A. Owens (SEAL)

Dorothy Owens (SEAL)  
Purchasers

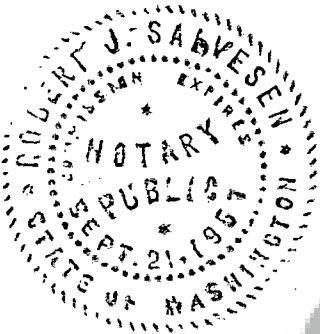
Paul Seiffert (SEAL)

F. Loren Seiffert (SEAL)  
Sellers

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 19th day of May, 1955, personally appeared before me Paul Seiffert and Florence Seiffert, 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.



*Robert J. Salvendy*  
Notary Public in and for the State of  
Washington, residing at Stevenson,  
therein.

NO 1515  
S A COUNTY  
SACTION EXCISE TAX  
PAID MAY 20 1955  
AMOUNT \$1.35  
COUNTY MEASURER  
BY *Michael J. Jeter*  
*Richard M. Nelson, Dep.*

## SCHEDULE A

- 2 Bowser 1939 model computing pumps, Serial nos. 715012 and 715980.
- 1 DeVilbirs 1½ horsepower air compressor, Serial no. 143945.
- 1 Wester model H A hoist, Serial no. E-641.
- 2 10,000 gallon storage tanks.
- 1 5,000 gallon storage tank.
- 1 14 ft. sign pole.
- 1 Flood light.
- 1 Handy battery charger, Serial no. 16456.
- 1 P.G. model brake reliner, Serial no. 800
- 1 Riveter, Model no. 63.
- 1 Black & Decker electric drill no. 475, Serial no. 293085.
- 1 Battery charger.
- 1 Sioux valve refacer, Serial no. 18446.
- 1 E-312 Allen Growler, Serial no. B313224.
- 1 Armature Lathe, Serial no. M141983.
- 1 Hard seat grinder, Serial no. 2525468.
- 1 Vice, jacks, air grease guns, and miscellaneous service station equipment.

Schedule A  
Contract of Sale, May 19, 1955  
Seiffert to Owens