

## Book 4 Agreements and Leases

#43175

Claude D. Farnsworth To Joseph and Mildred J. Gaines.

## CONTRACT

May 29 - 1950

Received of Joe A. Gaines Six Hundred Dollars as first payment on - SE $\frac{1}{4}$  of SW $\frac{1}{4}$  Section Twenty Three - Township 2 - Balance Twelve Hundred Dollars plus 5% Interest on unpaid Balance.

Claude D. Farnsworth

THIS AGREEMENT, Made this            day of May 29, 1950 between Claude D. Farnsworth, a single man,, hereinafter called the seller, and Joseph A. Gaines and Mildred J. Gaines, husband and wife, hereinafter called the buyer.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of Skamania, State of Washington, and more particularly known and described as follows, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty Three (23), Township Two (2) North, Range Six (6) East of the Willamette Meridian, containing 40 acres. Except That portion of the Southeast quarter of the Southwest quarter of Section 23 - Township 2 Range 6, E.W.M. which lies Northerly and Easterly of Keuffler Road, Consisting of two and one half acres approx.

for the sum of Eighteen Hundred ----Dollars in which the buyer has paid the sum of Six Hundred ----dollars, the receipt whereof is hereby acknowledged.

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at            the remaining principal, with interest at the rate of ---five---per cent, per annum, at the times and in the manner following: In payments of not less than Four Hundred Dollars per year together with interest on the unpaid balance, the first payment to be made on the 29 day of May 1950 and a like payment each year with the interest thereon until the total purchase price has been paid in full . . .

The purchaser is to have the right to pay any or all of the unpaid balance due on this contract at any time during the life of the contract.

And the buyer, in consideration of the premises, hereby agrees to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$ nil payable to the seller as his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular, the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting, however, from the operation and subject matter of said covenants the before mentioned taxes and assessments, and all liens and incumbrances, created or imposed by the buyer or his assigns.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the time above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests

## Book 4 Agreements and Leases

hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and revest in the seller, without any declaration of forfeiture, or act of re-entry, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible abstract company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon permanently attached hereto and countersigned by the seller, and no agreement or condition or relations between the buyer and his assignee, or any other person, acquiring title or interest from or through him shall preclude the seller from the right to convey the premises to the buyer or his assigns, on the payment of the unpaid portion of the purchase money which may be due to the seller.

Abstract or title insurance and fire insurance policies to remain in possession of the seller until final payment is made.

IN WITNESS WHEREOF, The seller and buyer have signed and delivered this agreement in duplicate, the day and year first above written.

Witnesses

Claude D. Farnsworth,  
Seller.

Alfred Page

Joseph A. Gaines

Virgil L. Barnett

Mildred J. Gaines

Buyer.

No. 214 TREASURER'S OFFICE. PAID OCT 30 1951 Excise Tax: Exempt. MABEL J. JETER, TREAS.  
SKAMANIA COUNTY.

Filed for record October 30, 1951 at 1-00 p.m. by Joe Gaines.

*John C. Gustafson*  
Skamania County Auditor

#43169

McCoy Auto Co. To Consolidated School District #31.

RENTAL AGREEMENT

THIS AGREEMENT made and entered into this 17 day of October, 1951, by and between McCoy Auto Company of Vancouver, Washington, hereinafter called the Lessor, and Consolidated School District #31, Cocks, Washington, hereinafter called the Lessee, WITNESSETH:

That the Lessee and Lessor for the consideration hereinafter named agree as follows:

Under general conditions of this lease, the Lessor in consideration of the payment of the rentals hereinafter described as and when due, hereby leases to the Lessee, and the Lessee rents from the Lessor, the following described equipment, to-wit:

ONE NEWWHITE SCHOOL BUS, Model WC20B, Motor 130A-3940, Serial No. 397569 equipped with Superior school bus body.

This equipment is furnished F. O. B. Cocks, Washington, as inspected with all necessary accessories and fittings peculiar to the equipment and it is leased by the lessor to the lessee for a term of one year commencing on the 17 day of October, 1951, with a guaranteed minimum rental for the term payable in advance on the day said equipment is delivered to Lessee by the Lessor of Four Thousand Dollars (\$4,000.00) and subsequent payments as follows:

March 1, 1952 \$3086.13

Oct. 1, 1952 1315.24