

Book 4 Agreements and Leases

(Notarial Seal affixed)

Residing at Stevenson, therein.

Filed for record January 14, 1952 at 3-25 p.m. by R. J. Salvesen.

John C. MacIntosh
Skamania County Auditor

#43468

Everett G. Garber to Julia Garber

AGREEMENT

I, EVERETT G. GARBER, a single man, hereby transfer, assign, sell and set over all my right, title and interest unto JULIA GARBER, my former wife, all that property known as the "J & C FOOD LOCKERS AND FROZEN FOOD LOCKERS", including all equipment and personal property thereof and used in them and all real property.

Possession of said property to be given to JULIA GARBER on the 10th day of December, 1951.

Everett G. Garber

STATE OF WASHINGTON)
County of Skamania) ss.

BE IT REMEMBERED, that on this 10th day of December, 1951, before me, a Notary public in and for said County and State, personally appeared the within named EVERETT G. GARBER, a single man, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public for Washington
My Commission expires, Sept 5, 1954

J C Fuller

(Notarial Seal affixed)

Filed for record January 25, 1952 at 2-05 p. m. by John H. Liggett.

John C. MacIntosh
Skamania County Auditor

#43469

Julia Garber to John H. Liggett, et ux

THIS AGREEMENT made and entered into this 15th day of January, 1952, by and between Julia Garber, a single woman, owner of the contract hereinafter referred to, party of the first part, and John H. Liggett and Jessie M. Liggett, husband and wife, parties of the second part, WITNESSETH:

WHEREAS, the party of the first part and her then husband, Everett Garber, entered into a contract of purchase dated the 19th day of March, 1951, covering certain property more particularly described in said contract by metes and bounds but known as Lot 12, Block 7 of unrecorded plat of North Bonneville, Skamania County, Washington, and certain furniture, fixtures and equipment specifically described in said contract, which said contract is attached hereto and by reference made a part hereof, and

WHEREAS, the party of the first part has seceded to all the rights, title and interest of the said Everett Garber in and to the said property but is unable to continue the payments therein specified and is now in default in the performance of the terms of the said contract and desires to cancel and rescind the same, and

WHEREAS, the parties of the second part desire to reimburse the party of the first part to an equitable degree for a portion of the consideration heretofore paid.

NOW THEREFORE, in consideration of the sum of Fifteen Hundred and no/100 (\$1500.00) Dollars to be paid as hereinafter provided, the party of the first part does hereby voluntarily cancel, rescind and annul the above mentioned contract and discharge the parties of the second part (the vendors therein) from any and all liability or obligation thereunder.

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The parties of the second part agree to pay the said sum of Fifteen Hundred and no/100 (\$1500.00) Dollars as follows: Three Hundred Forty and no/100 (\$340.00) Dollars after the expiration of five (5) day period required for the filing of affidavit under the bulk sales law of the state of Washington and the balance thereof in monthly installments of Fifty and no/100 (\$50.00) Dollars, the first installment payable on the 15th day of May, 1952, and a like amount on the 15th day of each month thereafter, without interest.

Dated this 15th day of January, 1952.

Julia Garber
Party of the First Part

John H Liggett

Jessie M. Liggett
Parties of the Second Part

STATE OF WASHINGTON,)
County of Skamania) ss.

On this day personally appeared before me Julia Garber, a single woman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of January, 1952.

(Notarial Seal affixed)

Raymond C Sly
Notary Public for Washington,
residing at Stevenson therein.

THIS AGREEMENT made and entered into by and between John H. Liggett and Jessie M. Liggett, husband and wife, vendors, and Everett Garber and Julia Garber, husband and wife, vendees, WITNESSETH:

That the vendors covenant and agree to sell and convey unto the vendees and the vendees agree to purchase the following described real and personal property in Skamania County, State of Washington, to-wit:

Beginning at a point 1415.03 feet south and 63.98 feet west of the northeast corner of Section 21. Twp. 2 N. R. 7 E. W. M. and south 81° 00' East 50 feet, and south 9° 00' West 120 feet to the true point of beginning of tract described herein; thence south 81° 00' east 100 feet; thence south 9° 00' West 68 feet to the north line of right of way of the Spokane, Portland and Seattle Railway; thence westerly along the north line of said railway right of way to a point south 9° 00' west to the point of beginning; thence north 9° 00' east 62 feet to the point of beginning, being designated as Lot 12 of Block 7 of unrecorded plat of North Bonneville, Skamania County, Washington, and

Also all the furniture, fixtures and equipment, including lockers, plumbing equipment, locker doors, refrigeration machinery and all other personal property contained in the building upon the premises above described and used in connection with the refrigeration plant and particularly including meat block, scales, slicing machine and tape machine, free from incumbrances.

The vendees promise and agree to pay therefor the sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars as follows: Two Thousand and no/100 (\$2,000.00) Dollars upon delivery of these presents, receipt whereof is hereby confessed, and the balance in monthly installments of not less than One Hundred Twenty-five and no/100 (\$125.00) Dollars each, payable on the first day of each month commencing on the 1st day of May, 1951, together with interest upon unpaid balances at the rate of five per cent (5%) per annum, payable monthly.

The vendees further promise and agree that they will pay before delinquency all taxes or other assessments which may be lawfully levied or charged against said premises and will keep the said premises and the contents thereof insured in some responsible insurance company in a sum not less than \$13,000.00 with the loss, if any, payable to the vendors as their interest may appear.

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The vendees further promise and agree that they will keep the said premises free and clear of all lien claims which may become a charge against the premises prior to the interest of the vendors under the terms of this contract and that all improvements for betterment or labor including materials or labor shall be at the sole expense of the vendees and no liability therefor shall be incurred on behalf of the vendors as their agent.

The vendees assume liability for loss of said premises by reason of fire or the elements and the vendors shall not be chargeable for breach of contract in event of such loss.

Upon payment of the purchase price aforesaid, together with interest, and all other sums payable hereunder the vendors will make, execute and deliver unto the vendees a good and sufficient warranty deed and bill of sale conveying said premises to the vendees, free and clear of all incumbrances save and except which may have been incurred or permitted by the vendees and will, upon demand, after the sum of \$10,000.00 has been paid hereon, secure and deliver to the vendees a policy of title insurance upon the real property above described in the principal sum of \$7500.00. showing merchantable title in the vendors as of the date of this contract and free from incumbrances made or suffered by them subsequent hereto.

It is understood and agreed that the vendees may make application for a G I loan to finance the purchase of the property above described. If such application is made and the loan secured the vendors will make conveyance of the property provided the total amount of the unpaid balance on this contract is not in excess of \$6,000.00 and will take back a purchase price mortgage not to exceed the sum of \$6,000.00 for the balance of the consideration, the said mortgage to be subject to the said G I Loan and to be payable in installments of \$125.00 per month, together with interest on the balance at 5% per annum payable monthly.

This contract shall not be assignable without the written consent of the vendors until the sum of \$4,000.00 shall have been paid on account of principal. Thereafter this contract may be assigned by the vendees without such consent.

Time is of the essence of this agreement but acceptance of any installment or interest after the due date or the waiver of any breach of covenant shall not be construed as a waiver of this covenant and upon default the vendors may, at their option, immediately terminate this agreement and take possession of said premises and the vendees promise and agree in such event to surrender said premises without any suit at law being required. In event it becomes necessary for the vendors to bring an action at law for the recovery of said premises or to quiet title thereto by reason of the execution of this contract the vendees promise and agree to pay the costs thereof, including a reasonable attorney's fee, to be recovered any judgment which may be rendered in such action.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 19th day of March, 1951.

John H Liggett (Seal)
Jessie M. Liggett (Seal)
Vendors
Everett Garber (Seal)
Julia Garber (Seal)
Vendess

STATE OF WASHINGTON, }
County of Skamania. } ss.

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 19th day of March, 1951, personally appeared before me John H. Liggett and Jessie M. Liggett, 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.

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Given under my hand and official seal the day and year last above written.

(Notarial Seal affixed)

Raymond C Sly
Notary Public for Washington,
residing at Stevensen.

Filed for record January 25, 1952 at 2-05 p. m. by John H. Liggett.

John C. Martin
Skamania County Auditor

#43765

Troy L. Mansfield et ux to The Texas Company

MEMORANDUM OF LEASE

THIS INDENTURE, dated the 20th day of February, 1952, by and between TROY L. MANSFIELD and ELLEN A. MANSFIELD, his wife, Box 702, North Bonneville, Washington, (Lessor) and THE TEXAS COMPANY, a Delaware corporation, having a place of business at 600 Republic Building, Seattle 11, Washington (Lessee)

WITNESSETH:

That for the term and upon the terms and conditions set forth in that certain written service station lease bearing date February 20th., 1952, from Lessor to Lessee, the Lessor has leased, and does hereby lease unto Lessee a tract of land, with the improvements thereon, in the City of North Bonneville, County of Skamania, State of Washington, described as follows:

That portion of Lot 12 and of the north half of Lot 13, Block 4, unrecorded plat of the Town of North Bonneville, used for service station purposes.

Together with all appurtenances thereto, and all right, title and interest of Lessor in and to any and all roads, streets and ways bounding said premises.

Said lease contains an option to Lessee to purchase said premises. The rents payable under said lease do not apply to the sale price in the event said option is exercised.

It is understood that the service station lease above referred to constitutes the complete agreement of lease between Lessor and Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto subscribed their names the day and year first above written.

WITNESS: O E Strelitzen

Troy L Mansfield

WITNESS:

Ellen A Mansfield

WITNESS:

(Lessor)

(SEAL)

Attest: J W Davis J. W. DAVIS
ASSISTANT SECRETARY

By Torrey H. Webb
VICE PRESIDENT

(The Texas Company Seal affixed)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

} SS.

On February 20, 1952 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Torrey H. Webb known to me to be the vice President, and J. W. Davis known to me to be the assistant Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

(Notarial Seal affixed)

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Notary Public in and for said County and State.
My Commission Expires Feb. 17, 1954

STATE OF WASHINGTON

County of Skamania

} SS.

On this day personally appeared before me Troy L. Mansfield Ellen A. Mansfield to me known to be the individuals described in and who executed the within and foregoing instrument,