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BOOK 40 PAGE 258
NO 1679
COUNTY
ON EXCISE TAX
NOV 3 - 1955
\$ 200.00
CL ASURER
BY Mahel J. Jeter
Annette S. Hutcherson, Dep.

CONTRACT OF SALE FOR REAL AND PERSONAL
PROPERTY

THIS CONTRACT OF SALE made and entered into this 10th day of
October, 1955, by and between JESSIE L. CARTWRIGHT, individually and as
executrix and trustee under the non-intervention will of Adam C. Cart-
wright, deceased, hereinafter called the Seller, and LAFAYETTE C. COLLINS
and NELLIE A. COLLINS, husband and wife, and JAMES GUYER and VERDA K.
GUYER, husband and wife, hereinafter called the Purchasers;

WITNESSETH:

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

REAL PROPERTY

Lots 1, 2 and 3 of Block Two of BONNEVISTA ADDITION TO the Town
of North Bonneville, according to the official plat thereof on
file and of record in the office of the Auditor of Skamania
County, Washington.

PERSONAL PROPERTY

All of the beds, furniture, appliances, furnishings, equipment,
heating apparatus, and motel supplies of every description and
situated in the six unit motel and the small dwelling house con-
structed upon the above described real property; living room rug
and drapes in the large dwelling house constructed on said prop-
erty; automatic washing machine and tools and equipment used in
connection with the aforesaid rental units; all of which personal
property is more particularly identified and described on Schedule
"A" attached hereto and by reference made a part of this contract.

On the following terms and conditions: The purchase price for the above de-
scribed real and personal property is Twenty-three Thousand and no/100
(\$23,000.00) Dollars of which Four Thousand and no/100 (\$4,000.00) Dollars
has been paid, the receipt whereof is hereby acknowledged, and the Purchasers
agree to pay the balance of the said purchase price in the sum of Nineteen
Thousand and no/100 (\$19,000.00) Dollars in monthly installments of One Hun-
dred Fifty and no/100 (\$150.00) Dollars or more commencing on the 1st day of
December, 1955, and on the 1st day of each and every month thereafter until the
1st day of December, 1957, on which date, and on the 1st day of each and
every month thereafter, the monthly installments shall be increased to Two
Hundred and no/100 (\$200.00) Dollars or more, and the Purchasers shall pay

said installments monthly until the full amount of the purchase price, together with interest, shall have been paid. The said monthly installments include interest from November 1, 1955, at the rate of six per cent per annum computed on the monthly balances of unpaid principal. The said monthly installments shall be applied first to interest and then to principal. The Purchasers reserve the right at any time while they are not in default hereunder to pay the unpaid balance of principal together with interest then due.

The Purchasers agree: (1) to pay all taxes and assessments which may hereafter become a lien against the said real 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 Purchasers' failure so to do the Seller at her 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 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 Purchasers do not rely on any representation made by the Seller except those herein stated.

The Seller agrees: (1) upon receiving the said purchase price in full together with interest to make, execute and deliver to the Purchasers a warranty deed with federal and state documentary stamps affixed thereto reflecting a consideration of \$20,000.00 conveying the above described real property subject only to the acts and omissions of the Purchasers under this contract, and to make, execute and deliver to the Purchasers a warranty bill of sale transferring the title to the above described personal property; (2) within 30 days from the execution of this contract to deliver to the Purchasers a policy of title insurance in the sum of \$20,000.00 insuring the

Purchasers subject only to the usual printed exceptions; (3) 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; and (4) that the Purchasers shall have possession of the said real and personal property as of November 1, 1955.

And it is further mutually agreed that \$20,000.00 of the said purchase price shall be the consideration for the said real property and \$3,000.00 shall be the consideration for the said personal property. Title to the said real and personal property is now, and at all times 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 Purchasers. General real and personal property taxes for 1955, pre-paid fire insurance premiums, and rentals from the above described real and personal property shall be pro-rated by the Seller and the Purchasers as of November 1, 1955.

AND IT IS FURTHER AGREED that time is of the essence hereof, and in the event the Purchasers 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 Purchasers' rights hereunder terminated, and upon the Seller so doing, all payments made by the Purchasers 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 addresses of the Purchasers, or their assigns, last known to the Seller, the Purchasers to have 30 days thereafter to reinstate the contract and to remedy any defaults.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract in duplicate the day and year first above written.

Lafayette C. Collins
Hellie A. Collins
James L. Luger
Vernon R. Luger
 Purchasers

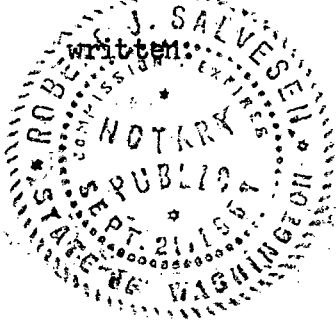
Jessie L. Cartwright
Jessie L. Cartwright
 Executrix and Trustee under the
 will of Adam C. Cartwright, de-
 ceased.

Seller

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

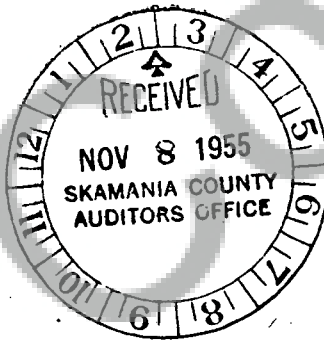
I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 20th day of October, 1955, personally appeared before me Jessie L. Cartwright to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above



Robert J. Salvendy

Notary Public in and for the
 State of Washington, residing
 at Stevenson therein.



SCHEDULE - "A"

IN SIX UNIT COURT:

8 beds, springs and mattresses
16 wool blankets
12 bed spreads
18 pillows
90 sheets
72 pillow slips
8 mattress pads
3 davenports
17 chairs
6 night stands
6 tables or desks
2 cots and pads
6 bath mats
5 desk lamps
6 waste paper baskets
4 mirrors
7 pairs drapes
6 rubber door mats

IN SMALL DWELLING HOUSE:

1 Electric stove
1 Kitchen table, 4 chairs
1 bed, spring, mattress
1 reading lamp
2 occasional chairs
1 end table

1 Electric refrigerator
1 dresser
1 davenport
1 coffee table
1 lamp table
curtains at all windows

IN LARGE DWELLING HOUSE:

1 living room rug
1 automatic washing machine
drapes and curtains at all windows
Office desk and 2 chairs
1 reading lamp