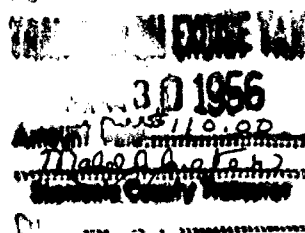


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CONTRACT OF SALE FOR REAL AND PERSONAL PROPERTY

THIS CONTRACT made and entered into this 28th day of April, 1956, by and between C. G. RAWLINGS and FRANCES RAWLINGS, husband and wife, hereinafter called the Seller, and EDWIN L. GEE and MAXINE W. GEE, 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, Washington:

REAL PROPERTY

All that part of the west half of the northeast quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section 36, Township 3 North, Range 7 $\frac{1}{2}$  E.W.M. lying westerly of the center of Nelson Creek; containing 12 $\frac{1}{2}$  acres more or less;

ALSO Beginning at a point 165 feet east of the center post as established in the said Section 36; thence south 37° 41' east 300 feet; thence south 64° 22' east 190 feet; thence south 76° 36' east 150 feet; thence north 20° 12' west 185 feet; thence north 32° 02' west 217 feet to the center line east and west of the said Section 36; thence west 322 feet to the place of beginning; containing 2.1 acres more or less; together with the right to go over the old road extending in a southerly direction from the parcel hereby described to the Evergreen Highway, said road being formerly known as the Carson Road, and the right to have a gate across the said old road where it joins the said Evergreen Highway;

EXCEPTING the following described tract: Beginning at the center of the said Section 36; thence east on center line of said section 179 feet; thence south 37° 41' east 107.5 feet; thence north 86° east 6 feet to the initial point of the tract hereby described; thence south 35° 40' east 110 feet; thence south 48° 22' east 120 feet; thence south 67° 30' east 193 feet; thence south 76° 36' east 84 feet; thence north 20° 12' west 185 feet; thence north 32° 02' west 139 feet; thence south 86° west 279 feet to the initial point; said tract containing 1.5 acres more or less.

PERSONAL PROPERTY

All of the furniture, drapes, floor coverings, appliances, and garden equipment now situated in and about the dwelling house constructed on said real property; said personal property being more particularly identified 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 property and personal property is Seventeen Thousand Five Hundred Twenty-nine and 25/100 (\$17,529.25) Dollars of which Five Thousand Eight Hundred and no/100 (\$5,800.00) Dollars has been paid, the receipt whereof is hereby acknowledged,

and the Purchaser agrees to pay the balance of the said purchase price in the sum of Eleven Thousand Seven Hundred Twenty-nine and 25/100 (\$11,729.25) Dollars in monthly installments of Two Hundred and no/100 (\$200.00) Dollars or more commencing on the 10th day of June, 1956, and on the 10th day of each month thereafter to and including the 10th day of May, 1957, and in monthly installments thereafter of One Hundred Fifty and no/100 (\$150.00) Dollars or more commencing on the 10th day of June, 1957, and on the 10th 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 computed on the monthly balances of unpaid principal. The said monthly installments shall be applied first to interest and then to principal. The Purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of principal together with 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; (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 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; (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 Purchaser does 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 Purchaser a warranty deed

conveying the above described real property subject only to the acts and omissions of the Purchaser under this contract, and to make, execute and deliver to the Purchaser a warranty bill of sale transferring the title to the above described personal property; (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; and (3) that the Purchaser shall have possession of the said real and personal property the 1st day of May, 1956.

AND IT IS FURTHER MUTUALLY AGREED that Eleven Thousand and no/100 (\$11,000.00) Dollars of the said purchase price shall be the consideration for the real property and Six Thousand Five Hundred Twenty-nine and 25/100 (\$6,529.25) Dollars 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 Purchaser. No buildings shall be removed from the said real property and no timber shall be cut or removed therefrom without the express written consent of the Seller.

The Seller agrees to assign to the Purchaser Grange Insurance Association Policy No. B 94998 with all premiums due thereon paid in full.

The Purchaser agrees to buy all federal and state documentary stamps which will be required prior to recording the warranty deed executed by the Seller on full payment of this contract.

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 thirty days thereafter to reinstate the contract and to remedy any defaults.

IN WITNESS WHEREOF the parties have hereto signed and sealed their hands this 28<sup>th</sup> day of April, 1956.

C. G. Rawlings (SEAL)

Frances Rawlings (SEAL)  
Sellers

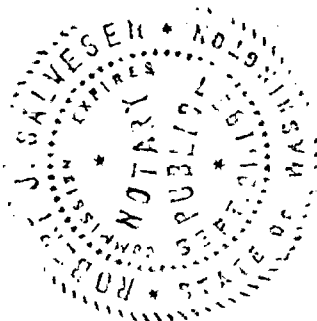
Edmund L. Gee (SEAL)

Maxine H. Gee (SEAL)  
Purchasers

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 28<sup>th</sup> day of April, 1956, personally appeared before me C. G. RAWLINGS and FRANCES RAWLINGS, 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. Salmeron  
Notary Public for Washington,  
residing at Stevenson.



## SCHEDULE A

KITCHEN

- 1- G. E. push button electric range, No. 1 J 367 M
- 1- G. E. electric refrigerator, No. 830090
- 1- maple dining table and 6 chairs
- 1- electric table top hot water heater

LIVING ROOM

- 1- brown and gold 2 piece sectional
- 1- corner sectional maple table
- 1- maple step table
- 1- dark green daveno - large with bumper ends
- 1- 3-way Rembrandt floor lamp
- 1- planter table lamp
- 1- large Robert Wood oil painting
- 1- brass fire place set
- 1- brass wall plate
- Wall to wall carpeting
- 1- Kirby cleaner, with all attachments, Serial No. 248-856

MASTER BEDROOM

- 1- double-size bed - Alph. Ash
- 1- box spring
- 1- All-life foam rubber mattress
- 2- bed lamps
- 1- large chest of drawers Alph. Ash - mirror

BEDROOM

- 1- double size bed
- 1- large dresser with mirror
- 2- end tables or night stands
- 1- box spring
- 1- innerspring mattress
- 2- dress lamps
- 2- pair bedroom lined drapes
- 2- pair living room lined drapes
- 1- pair dining "
- 1- plastic bathroom curtain
- 1- kitchen curtain

- 1- 3-25 McCulloch chain saw - 2 bars - 2 chains 325-23 876
- 1- McCulloch power lawn mower - 7 - 1915
- 1- Rotatiller - Roto-Ette EA #2 Serial No. 13-8686
- 1- rock rake
- 1- leaf rake
- 1- garden hoe
- 1- snow shovel
- 1- axe
- 1- spade
- 1- pruning shears
- 1- garage broom
- 1- hay fork
- 2- garden hoses
- 1- electric water pump CA 542
- 1- wood cook stove and hot water tank
- 1- hive of bees
- 1- wringer-type washing machine
- 1- set aluminum laundry tubs
- 1- cabinet in utility room