

CONTRACT OF SALE

This CONTRACT OF SALE made and entered into this 4th day of June, 1959, by and between Robert K. Garwood and Mary Lou Garwood, husband and wife, of Stevenson, Washington, hereinafter called the Seller, and William A. Berry, of North Bonneville, Washington, hereinafter called the Purchaser;

WITNESSETH:

The Seller agrees to sell to the Purchaser, and the Purchaser agrees to buy from the Seller, the following described property now situated at North Bonneville in Skamania County, Washington.

That certain dwelling house consisting of five rooms together with all the fixtures and plumbing installations now existing and constructed upon Lots 3A and 4A in Block four of the unrecorded plat of Brown's Court, which said Real Property is under lease to the Seller;

for the purchase price of Three Thousand, Seven Hundred and Fifty Dollars (3,750.00) of which Two Hundred and Fifty Dollars (250.00) has been paid, the receipt whereof is hereby acknowledged, and the Purchaser agrees to pay the balance of the purchase price in monthly installments of \$50 or more commencing on the 5th day of August, 1959, and on the 5th 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 6% per annum, and they shall be applied first to the interest and then to the 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 any part or all of the unpaid balance of the purchase price plus interest then due.

The Seller, for as long as the Purchaser shall be in good standing under the terms and conditions of this contract, hereby transfers and assigns to the Purchaser his possessory rights under the aforesaid lease dated April 15, 1955, and subject to the obligations thereunder to pay ground rent and water rentals, which said obligations the Purchaser by the acceptance of this contract assumes and agrees to pay. The Purchaser agrees to keep the said dwelling house insured against loss by fire to the full insurable value thereof and to deliver to the Seller policies of fire insurance insuring the Seller, as owner, and the Purchaser as contract purchaser.

Upon full performance of this contract and all of the Purchaser's agreements hereunder the Seller agrees to deliver to the Purchaser a bill of sale to the above described dwelling house and an assignment of the aforesaid lease.



This contract shall be construed as a Conditional contract of sale of personal property, and until the purchase price, including interest shall have been paid in full and this contract performed by the Purchaser, the Seller reserves the title to the above described dwelling house and the above described lease. Upon failure of the Purchaser to pay any installment due hereunder the Seller shall have the option, after payment overdue thirty days, to retake possession of the said dwelling house and forfeit all payments made on this contract as liquidated damages, or to declare the unpaid balance of the purchase price immediately due and payable.

The Buyer agrees, under these conditions, to return possession of said property, without resort to Court proceedings, to the Seller if the terms of this contract are delinquent.

The Seller refuses any claims of Lien on said property for material or labor done on this property without his written consent.

IN WITNESS WHEREOF the parties have executed this agreement in duplicate.

Robert K. Garwood (SEAL)
Mary Lou Garwood (SEAL)
Sellers

William A. Berry (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 day of June, 1959 personally appeared before me Robert K Garwood, and Mary Lou Garwood, 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.

Frank E. Doores
Notary Public in and for the State of
Washington, residing at North Bonneville,
My commission expires: