

CONTRACT OF SALE FOR REAL AND PERSONAL  
PROPERTY

THIS CONTRACT OF SALE made and entered into this 31st day of May, 1960, by and between ROBERT E. O'BRIEN, a widower, hereinafter called the Seller, and DUANE E. IMAN and KATHLEEN A. IMAN, husband and wife, hereinafter called the Purchaser;

W I T N E S S E T H:

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, State of Washington:

REAL PROPERTY

All of Lot 14 and the South Half ( $S\frac{1}{2}$ ) of Lot 13 of Block Four 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 furniture, appliances, and household furnishings owned by the Seller located in the dwelling house now constructed on the above described real property; including the following described items:

- 2 - piece bedroom suite - 1 dresser and 1 bed
- 2 - piece living room suite - 1 davenport and 1 chair
- 2 - end tables
- 1 - coffee table
- 1 - magazine rack
- 2 - lamps
- 1 - breakfast set - 1 table and 4 chairs
- 1 - Hollywood style bed - mattress and springs
- 2 - kitchen chairs
- 1 - Leonard 30 inch range
- 1 - Leonard 16 foot refrigerator and freezer
- 1 - Westinghouse twins - automatic washer and dryer
- 1 - serving table (steel)



On the following terms and conditions: The purchase price for the above described real and personal property is Six Thousand Five Hundred and No/100 (\$6,500.00) Dollars of which Five Hundred and No/100 (\$500.00) 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 Six Thousand and No/100 (\$6,000.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the first day of July, 1960, and on the first 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 per-cent (6%) per annum computed on the monthly balances of unpaid purchase price. 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 the purchase price 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 with federal and state documentary stamps affixed thereto reflecting a consideration of Four Thousand Nine Hundred and No/100 (\$4,900.00) Dollars conveying the above described real property subject only to the acts and omissions of the Purchaser under this contract, and to make, execute the deliver to the Purchaser a warranty bill of sale transferring the title to the above described personal property; (2) within 120 days from the execution of this contract to deliver to the Purchaser a policy of title insurance in the sum of Four Thousand Nine Hundred and No/100 (\$4,900.00) Dollars insuring the Purchaser

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 Purchaser shall have possession of the said real and personal property as of June 1, 1960.

And it is further mutually agreed that Four Thousand Nine Hundred and No/100 (\$4,900.00) Dollars of the said purchase price shall be the consideration for the said real property and One Thousand Six Hundred and No/100 (\$1,600.00) 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. General real property taxes for 1960 and pre-paid fire insurance premiums shall be pro-rated by the Seller and the Purchaser as of June 1, 1960. This contract shall not be assigned without the express written consent of the Seller, and any purported assignment thereof, in whole or in part without such consent shall be null and void.

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 and 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 (30) days thereafter to reinstate the contract and to remedy any defaults.

IN WITNESS WHEREOF the parties to this contract have executed this agreement this 31<sup>st</sup> day of May, 1960.

Robert C. O'Brien

SELLER

Dwaine E. Iman

Kathleen A. Iman

PURCHASER

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 31<sup>st</sup> day of May, 1960, personally appeared before me Robert E. O'Brien, a widower, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his 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.

No. 3786  
TRANSACTION EXCISE TAX  
JUN 3 1960  
Amount Paid \$49.00  
Michael O'Donnell  
Skamania County Treasurer  
By

*Frank E. Voorhees*  
Notary Public, in and for the State of  
Washington, residing at  
*North Bonneville, herein*