

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made this day by and between Harold E. Seifert and Ruby Seifert, husband and wife, hereinafter called the Sellers, and A. R. Adams and Blanche Adams, husband and wife, hereinafter called the Purchasers:

WITNESSETH:

Whereas the Sellers are the owners of certain real and personal property located in North Bonneville, Washington, and are utilizing the same in conducting a tavern and cafe business under the firm style and name of "Gardens Tavern"; and

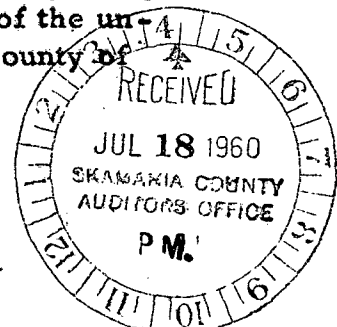
Whereas Sellers have offered for sale their business, which sale includes said real and personal property; and

Whereas the Sellers have accepted the Purchasers offer to purchase the aforementioned business and real and personal property:

NOW, THEREFORE, in consideration of the purchase price to be paid Sellers by Purchasers, and of the other covenants herein, the Sellers hereby sell to purchaser, and the Purchasers do purchase from the Sellers, their heirs, executors or assigns, Sellers' tavern business, including the following described real and personal property situate in Skamania County, State of Washington, on the terms and conditions hereinafter set forth:

DESCRIPTION OF REAL ESTATE:

Beginning at a point on the Southerly line of the Evergreen Highway which is North 81° 00' West 550 feet from a point which is South 1257 feet and West 38.93 feet from the common corner of Sections 15, 16, 21 and 22 in Township 2 North, Range 7 East of the Willamette Meridian; and running thence North 81° 00' West, along said Highway, 50 feet; thence South 9° 00' West 100 feet; thence South 81° 00' East 50 feet; and thence North 9° 00' East 100 feet to the place of beginning, said tract being designated as Lot 3, in Block 4 of the unrecorded plat of the Town of North Bonneville, County of Skamania, State of Washington.



DESCRIPTION OF PERSONAL PROPERTY:

1 2-keg Kelvinator box  
 1 Doud and McCoy safe  
 1 Ohmar cash register  
 1 complete back bar  
 1 bar  
 1 3-compartment sink  
 All light fixtures  
 All tables, booths and bar stools  
 Also any other personal property situated on  
 said premises.

PURCHASE PRICE: The purchase price of the above described real and personal property and aforementioned business is the sum of Fifteen Thousand Dollars (\$15,000), of which the Purchasers have paid unto the Sellers the sum of Five Thousand Dollars (\$5,000), and the balance thereof shall be paid as follows:

PAYMENTS: Purchasers agree to pay unto the Sellers the remainder of the purchase price of \$10,000.00, together with interest thereon from date at the rate of 6% per annum on the unpaid balance, in monthly installments of \$125.00 or more, <sup>plus</sup> ~~including~~ interest at the rate of 6%, commencing on the 1st day of June, 1958 with a like amount payable on the first day of each and every month thereafter. Interest shall be paid each month in addition to the \$125.00 payment upon the principal. All monthly payments shall be paid to Sellers at such place as the Sellers may direct in writing.

UNIT SALE: It is expressly understood and agreed the business and real and personal property sold herein is purchased by the Purchasers as a unit and any payments made hereunder shall not be considered as payment in full for any particular item or portion of said business or property.

PURCHASERS' COVENANTS: The said Purchasers agree to the following terms and conditions, to-wit:

1. To make the payments above agreed to promptly and in the manner and on the dates above mentioned.

2. To keep the building on the premises and equipment and fixtures situated therein, constantly insured in companies selected by the Sellers against loss or damage by fire in a sum of not less than \$10,000.00, with loss payable to Sellers and Purchasers as their respective interests may appear; all policies on the building and equipment to be delivered to the Sellers.

3. To abide by the laws of the State of Washington and the ordinances of the town of North Bonneville, in the conduct, operation and use of said premises and to operate and conduct the business in such a manner as not to become a public nuisance.

4. To keep the said premises, fixtures and appurtenances at all times in as good condition as same are now.

5. To permit the Sellers, or their agent, to enter into or upon said premises at any reasonable time to inspect the same.

6. To pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and encumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said premises and agree not to permit or suffer any part of said premises to become subject to any assessments, liens, charges or encumbrances whatsoever having or taking precedence over the rights of the Sellers in and to said property.

7. To make no alterations which would materially affect the general structure of the premises or fixtures sold herein, nor remove any of said fixtures from said building.

8. Not to lease or rent that portion of the premises now used for a tavern business, nor the fixtures and equipment for same, without first having the written consent of the Sellers.

ADVANCES: In the event purchaser shall fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the Sellers may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Purchasers to the Sellers with interest thereon from each respective date of advancement until paid at the rate of 10 per cent per annum, payable to the Sellers semi-annually.

REPRESENTATIONS: Purchasers have inspected the premises, fixtures and business sold herein and found the same to be as Sellers represented, and they agree that no promises, representations, statements or warranties, expressed or implied, shall be binding on the Sellers unless expressly contained herein.

SELLERS' COVENANTS: The Sellers agree that when the Purchasers shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the Sellers to or for the benefit of the Purchasers or for the protection of the property or of this contract, together with the interest thereon, and, shall have, in all other respects fully complied with all of the terms and conditions of this contract to make, execute and deliver to the Purchasers or assigns a good and sufficient Warranty Deed and Bill of Sale conveying title to said premises and personal property free and clear of all encumbrances whatsoever. It is understood that the warranties of said deed shall, after the date of this contract, apply only to the acts of the Sellers and shall not include any taxes or assessments which may have become a lien after the date of this contract. Sellers further agree within a reasonable time after the execution of this agreement, but not to exceed thirty days, to furnish the Purchasers with a policy of title insurance showing an insurable title of record in the Purchasers, subject only to the contract right of the Sellers.

**FORFEITURE:** Time is the essence of this contract and if the purchasers shall fail, refuse or neglect to pay either or any of the instalments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Purchasers to be performed, then the Sellers shall have the right to declare this contract null and void, and if the Purchasers shall fail to make good such default within ten (10) days after the Sellers shall have served a written Notice of Declaration of Forfeiture by delivering said notice to the Purchasers or mailing same by registered mail to said Purchasers at their last known address or to the address given on this contract at the Sellers' option, then and in that event all of the rights of the Purchasers in and to the property described herein and all rights under this contract, shall immediately and utterly cease and determine and the property described shall revert to and re-vest in the Sellers without further action on the part of the Sellers and without any right of the Purchasers to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made, and all money theretofore paid to the Sellers under this contract shall thereupon be forfeited without process of law and be retained by and belong to the Sellers as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and as the liquidated damages to the Sellers for the Purchasers' failure to complete this contract.

**ASSIGNMENT:** It is agreed that no assignment of this contract shall be valid unless the same shall be made in proper legal manner endorsed thereon and attached to each copy of this contract and countersigned by the Sellers, and that any such assignment or attempted assignment without complying with this term of the contract shall be null and void and of no legal force and effect.



**WAIVERS:** No assent, expressed or implied, by Sellers to any breach of Purchasers' covenants or agreements shall be deemed to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed in duplicate this 30 day of April, 1958.

Ruby E. Seifert  
Harold E. Seifert  
 Sellers.

No.

**TRANSACTION EXCISE TAX**

JUL 15 1958

Amount Paid 100.00 and 2.50 penalty

Michael O'Donnell  
 Skamania County Treasurer

By Michael O'Donnell  
Deputy

A. R. Adams  
Blanche Adams  
 Purchasers.

STATE OF WASHINGTON )

: ss.

County of Clark )

On this day before me personally appeared Harold E. Seifert and Ruby Seifert, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 30 day of

April, 1958.

Ned Hall  
 Notary Public for Washington,  
 residing at Vancouver, therein.

Ned Hall, Attorney at Law,  
 217 Adams Bldg., 1105 Broadway,  
 Vancouver, Washington

CONSENT TO ASSIGNMENT  
and  
MODIFICATION OF REAL ESTATE CONTRACT

This instrument executed this date between F. C. ANDERSEN and MABEL ANDERSEN, husband and wife, hereinafter referred to as "Seller", and EUGENE M. RHODE and MERLE A. RHODE, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

WHEREAS, Seller herein is the owner in fee of the following described real property situated in Skamania County, State of Washington, to-wit:

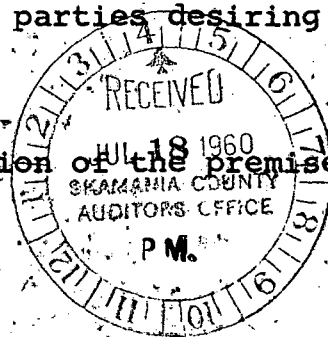
Beginning at a point on the Southerly line of the Evergreen Highway which is North 81°00' West 550 feet from a point which is South 1257 feet and West 38.93 feet from the common corner of Sections 15, 16, 21 and 22, Township 2 North, Range 7 East of the Willamette Meridian; thence North 81°00' West along said highway 50 feet; thence South 09°00' West 100 feet; thence South 81°00' East 50 feet; thence North 09°00' East 100 feet to the point of beginning; said tract being designated as Lot 3 of Block 4 of the unrecorded plat of North Bonneville, Skamania County, Washington.

WHEREAS, the aforesaid property is subject to an executory contract bearing date of April 30, 1958, between Harold E. Seifert and Ruby E. Seifert, husband and wife, as sellers, and A. R. Adams and Blanche Adams, husband and wife, as purchasers, the seller's interest in said contract and property having been thereafter assigned and conveyed to Seller herein, and said contract having been thereafter modified by instrument bearing date of October 20, 1958, and

WHEREAS, the said A. R. Adams and Blanche Adams, husband and wife, desire to convey and assign their interest in said property and contract to Purchaser herein, and the parties desiring to modify said contract in certain particulars,

NOW THEREFORE, in consideration of the premises, it is agreed

as follows:



1. That the undersigned F. C. Andersen and Mabel Andersen, husband and wife, do hereby give their consent to the assignment of the vendee's interest in and to said real estate contract unto Eugene M. Rhode and Merle A. Rhode, husband and wife.

2. It is agreed that the principal balance now due on said contract is the sum of \$ 13,000.00, with interest paid thereon to the 1st day of July, 1960, the next monthly installment being due on the 1st day of August, 1960.

3. That commencing with the next monthly payment due on said contract on the date noted above, the monthly installments on said contract shall be in the sum of \$125.00, or more at purchaser's option, including the interest accruing from month to month, it being understood that the aforesaid monthly installments in said sum shall be first applied in payment of the interest accruing from month to month, and the balance of the same shall be credited to the principal. That such reduced payments shall commence as of the date aforesaid and shall continue in said sum during the remainder of the performance of this contract.

4. That except as herein modified, the aforesaid real estate contract shall be and remain in full force and effect.

5. That purchaser herein does hereby assume and accept said assignment and covenants to pay and perform said contract as herein modified. That seller herein does further release and discharge the said A. R. Adams and Blanche Adams, husband and wife, from any further claim or obligation by virtue of said Real Estate Contract.



IN WITNESS WHEREOF, the parties have executed this instrument  
this 12<sup>th</sup> day of July, 1960.

Eugene M. Rhode  
Eugene M. Rhode

F. C. Andersen  
F. C. Andersen

Merle A. Rhode  
Merle A. Rhode

Mabel Andersen  
Mabel Andersen

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF CLARK )

On this day personally appeared before me EUGENE M. RHODE and MERLE A. RHODE, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of July, 1960.

No. **3132**  
**TRANSACTION EXCISE TAX**  
**JUL 18 1960**  
 Amount Paid: *7.00*  
*Michael D. Daniels*  
 Skamania County Treasurer  
 By \_\_\_\_\_

Notary Public in and for the State  
of Washington;  
Residing at Camas, therein.

STATE OF WASHINGTON )  
 )  
 ) SS  
COUNTY OF Clark )

On this day personally appeared before me F. C. ANDERSEN and MABEL ANDERSEN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the used and purposed therein mentioned.

GIVEN under my hand and official seal this 12<sup>th</sup> day of July, 1960.

Robert W. O'Neil  
Notary Public in and for the State  
of Washington  
Residing at Camas

My Commission expires: 9/22/61