

CONTRACT OF SALE of REAL ESTATE and PERSONAL PROPERTY

THIS AGREEMENT, made this day by and between ANNE DOBBS, the wife of Roy H. Dobbs, hereinafter called the "Seller", and HAROLD G. WALKER and MARY E. WALKER, husband and wife, hereinafter called the "Purchasers",

WITNESSETH:

WHEREAS, the Seller is the owner of certain real and personal property located in Washougal, Washington, and is utilizing the same in conducting a grocery store and gasoline business under the name of "MT. PLEASANT STORE"; and

WHEREAS, Seller has offered for sale her business, which sale includes said real and personal property; and

WHEREAS, the Seller has 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 Seller by Purchasers, and of the other covenants herein, the Seller hereby sells to Purchasers, and the Purchasers do purchase from the Seller, her heirs, executors and assigns, Seller's grocery store and gasoline 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 708.6 feet East of the corner to Sections 17, 18, 19 and 20, Township One (1) North, Range Five (5) East of the Willamette Meridian; and running thence South 142.4 feet; thence South  $84^{\circ}30'$  West 162 feet; thence North 73.45 feet, more or less, to the South boundary of the Evergreen Highway right of way; thence Northeasterly along the said South boundary to the point of beginning, containing approximately .45 of an acre;

TOGETHER with an easement for the use of water from a certain spring located 606 feet north and 90 feet East from the Southwest corner of Section Seventeen (17), Township One (1) North, Range Five (5) East of the Willamette Meridian, with an easement for a  $3/4"$  water line beginning at said spring and running thence South  $38^{\circ}27'$  East 616.2 feet; thence South 100 feet, more or less, to the South line of said section, said easement to cover a strip of land not to exceed five feet in width, of which the within described course is the center line;

SUBJECT TO conditions and reservations contained in deed dated September 9, 1948, executed by Mollie M. Miller, a widow, and Lee M. Miller and Della B. Miller, husband and wife, as Grantors, to W. C. McCall, Grantee, recorded April 14, 1949, at page 338 of Book 32 of Deeds, Records of Skamania County, Washington;

SUBJECT TO restrictions and conditions regarding the use of the above described easement contained in Deed dated April 26, 1944, executed by the Federal Land Bank of Spokane, a corporation, as Grantor, to Mollie M. Miller, a widow, and Lee M. Miller and Della B. Miller, husband and wife, as Grantees, recorded March 14, 1945, at page 321 of Book 30 of Deeds, Records of Skamania County, Washington.



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Description of Personal Property:

- 3 Oil barrels, fuel oil or kerosene
- 6 Motor oil tanks with pumps
- 1 Battery charger, Tungar  
Tire Changing equipment
- 2 Electric computing gas pumps
- 2 1000 - Gallon gasoline tanks
- 1 Air compressor, Wayne
- 2 Air hoses
- 1 Hand truck
- Miscellaneous small garage items
- 1 Coca-Cola pop cooler, Serial No. 99840
- 1 Coldway Frozen Food Case 302
- 2144
- 1 Friedrich meat case No. 25411
- 1 Victor Adding Machine No. 261533
- 1 National Cash Register No. 3365038
- 2 Sparks oil heaters and 2 oil tanks
- 1 Scales No. 483771
- 1 Meat Slicer, manual
- 1 Fire Extinguisher
- 1 Cooler with Frigidaire compressor

PURCHASE PRICE: The purchase price of the above described real and personal property and aforementioned business is the sum of Eleven Thousand and no/100 Dollars (\$11,000.00), of which the Purchasers have paid unto the Seller the sum of Two Thousand and no/100 Dollars (\$2,000.00), and the balance thereof shall be paid as follows:

PAYMENTS: Purchasers agree to pay unto the Seller the remainder of the purchase price of Nine Thousand and no/100 Dollars (\$9,000.00), together with interest thereon from November 1, 1961 at the rate of five (5%) per cent per annum on the unpaid balance, in monthly installments of \$75.00 or more, plus interest at the rate of five (5%) per cent, commencing on the 5th day of December, 1961, with a like amount payable on the fifth day of each month thereafter. Interest shall be paid each month in addition to the \$75.00 payment upon the principal. All monthly payments shall be paid to Seller's order at the National Bank of Commerce of Seattle, Camas Branch, 528 N. E. Fourth Avenue, Camas, Washington, or at such other place as the Seller may direct to Purchasers in writing.

Purchasers reserve the right to pay the Contract balance in full at any time without penalty.

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.

POSSESSION: Purchasers shall be entitled to possession of the real estate and personal property as of November, 1, 1961.

SALES TAX: Any sales, use, or compensating tax accruing by virtue of this sale shall be paid by Purchasers. The real estate transaction tax shall be paid by Seller. The parties agree that the total consideration of \$11,000.00 is apportioned among the real estate and personal property as follows:

|             |             |
|-------------|-------------|
| Real Estate | \$10,000.00 |
| Fixtures    | \$ 1,000.00 |

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PRO-RATE TAXES: Purchasers agree to reimburse Seller two-twelfths (2/12ths) of the 1961 real property taxes paid by Seller. Seller agrees to reimburse and pay to Purchasers ten-twelfths (10/12ths) of the personal property taxes to be due and owing by Purchasers in the year 1962.

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 Seller against loss or damage by fire in a sum of not less than \$9,000.00, with loss payable to Seller and Purchasers as their respective interests may appear; all policies and equipment to be delivered to the Seller.

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

(4) To permit the Seller, or her agent, to enter into or upon said premises at any reasonable time to inspect the same.

(5) 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 Seller in and to said property.

(6) 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, without first having received the written consent of the Seller.

ADVANCES: In the event Purchasers shall fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the Seller 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 Seller with interest thereon from each respective date of advancement until paid at the rate of ten (10%) per cent per annum, payable to the Seller semi-annually.

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

SELLER'S COVENANTS: The Seller agrees 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 Seller 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 except those above set forth. It is understood that the warranties of said deed shall, after the date of this Contract, apply only to the acts of the Seller and shall not include any taxes or assessments which may have become a lien after the date of this Contract. Seller

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further agrees within a reasonable time after the execution of this agreement, but not to exceed thirty (30) 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 Seller.

**FORFEITURE:** Time is of the essence of this Contract and if the Purchasers shall fail, refuse or neglect to pay either or any of the installments 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 Seller 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 Seller 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 Seller's 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 revest in the Seller without further action on the part of the Seller 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 Seller under this Contract shall thereupon be forfeited without process of law and be retained by and belong to the Seller 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 Seller for the Purchasers' failure to complete this Contract.

**ASSIGNMENT:** It is agreed that no assignment of this Contract, and no lease, sale or contract to sell of this Contract or the real or personal property covered hereby, shall be valid unless consented to by the Seller in writing, and any attempted assignment, leasing, selling or contracting to sell by the Buyers shall be void and ineffectual unless consented to as above provided.

**WAIVERS:** No assent, expressed or implied, by Seller 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 10<sup>th</sup> day of November, 1961.

Anne Dobbs  
Seller

[Signature]

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

Mary E. Walker  
Purchasers

On this day personally appeared before me Anne Dobbs, the wife of Roy H. Dobbs, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10<sup>th</sup> day of November, 1961.

[Signature]  
Notary Public in and for the State of  
Washington, Residing at Camas.

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ROY H. DOBBS, the husband of Anne Dobbs, does hereby consent and approve of the foregoing sale and does hereby acknowledge that he does not have any interest in and to the said real estate and personal property and that the same is the sole and separate property of the said Anne Dobbs.

Roy H. Dobbs

No. 3554

TRANSACTION EXCISE TAX

NOV 15 1961

Amount Paid \$100.00

Michael O'Donnell

Skamania County Treasurer

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

On this day personally appeared before me ROY H. DOBBS

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10<sup>th</sup> day of November, 1961.

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