

88722

CONTRACT FOR SALE OF REAL AND PERSONAL PROPERTY

This contract is made and entered into by and between Chester G. Rawlings and Frances Rawlings, husband and wife, herein called the sellers, and William T. Murphree and Ethel Mae Murphree, husband and wife, herein called the buyers.

It is mutually agreed as follows:

1. The sellers agree to sell to the buyers and the buyers agree to purchase from the sellers the following described real and personal property situated at Beacon Rock, near Skamania, Washington, in Skamania County, Washington, to-wit:

a. Real Property:

A tract of land located in the Northwest Quarter of the Northeast Quarter ( $NW\frac{1}{4}$   $NE\frac{1}{4}$ ) of Section 35, Township 2 North, Range 6 E.W.M., more particularly described as follows:

Beginning at a point that is south 534 feet and east 787.43 feet from the quarter corner on the north line of the said Section 35; thence North  $77^{\circ} 57'$  west 190 feet, more or less, to the southerly right of way line of Primary State Highway No. 8; thence easterly along the southerly line of said highway to the center line of the channel change of Woodard Creek as described in deed to the Spokane, Portland and Seattle Railway Company dated July 28, 1909, and recorded at page 492 of Book L of Deeds, Records of Skamania County, Washington; thence following the center line of said channel change of Woodard Creek in a southeasterly direction to intersection with the east line of the  $NW\frac{1}{4}$  of the  $NE\frac{1}{4}$  of the said Section 35; thence south to the northerly right of way line of the Spokane, Portland and Seattle Railway Company; thence westerly 435 feet, more or less, along said northerly right of way line to a point south  $01^{\circ} 02'$  west 285.6 feet from the point of beginning; thence north  $01^{\circ} 02'$  east 285.6 feet to the point of beginning; EXCEPT that portion thereof conveyed by the aforesaid deed dated July 28, 1909, to the Spokane, Portland and Seattle Railway Company in connection with the channel change of Woodard Creek.

ALSO: All water rights and water pipe lines now serving such real property, including but not limited to those water rights transferred by easement deed from Sam Samson, et ux, to William L. Payment, et ux, dated May 6, 1942, and recorded in Book 29, at page 125, deed records of Skamania County.

SUBJECT TO:

~~1. Mineral rights in oil and oil royalties on the real estate under search existing in favor of Joe A. Gaines, Ben F. Poe, Joseph V. Crum and others, of which the company has notice by the recording of a partnership agreement between Frank Cady, Carl T. Olsen, and Joe A. Gaines dated September 11, 1946, and recorded November 27, 1946, at page 473 of Book 3 of Agreements & Leases and by the recording~~



WFM  
E.M.M.  
C.H.  
J.C. J.S.

LHM  
 E.M.M.  
 C.R.  
 H.C.  
 W.D.

~~of contracts of sale of oil and gas royalties dated March 16, 1950, and recorded March 23, 1950, at pages 12 and 13 of Book 33 of Deeds, Records of Skamania County, Washington.~~

2. Easements and rights of way for public roads over and across the real estate under search.

ALSO: A permanent easement for the placing of a sign for advertising the trailer park, such sign to be approximately 4 feet by 8 feet, to be visible from the highway and to be located in conformity with highway regulations in the northerly portion of the following described tract of real property on which this easement is granted:

Beginning at a point which is 534.0 ft. South and 787.4 feet East of the Northwest corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Sec. 35, Township 2 North Range 6 East of the Willamette Meridian; thence South  $1^{\circ} 02'$  West a distance of 285.6 feet to the Northerly right of way line of the S. P. & S. Railroad; thence South  $72^{\circ} 30'$  West along said right of way line a distance of 136.63 feet to the true point of beginning of the property herein described; thence continuing South  $72^{\circ} 30'$  West along said right of way line a distance of 360 feet, more or less, to a point which is 350 feet along said right of way line Northeasterly from its intersection with the North and South centerline of Section 35; thence Northwesterly a distance of 100 feet, more or less, to a point on the Southerly right of way line of said Evergreen Highway; said point being 300 feet along said right of way line Northeasterly from its intersection with the North and South centerline of Section 35; thence Northeasterly along said Evergreen Highway right of way line a distance of 350 feet, more or less, to a point which is North  $38^{\circ} 44'$  West a distance of 255.0 feet from the true point of beginning; thence South  $38^{\circ} 44'$  East a distance of 255.0 feet to the true point of beginning.

b. Personal Property and Intangibles:

That certain business known as Beacon Rock Trailer Park, including the name, goodwill, two trailers, all tools, equipment, supplies, buildings, etc. being used in or as a part of such business and including, but not limited to the following specific items of personal property:

- (1) 1959 ABC 10W/50F house trailer, Serial No. 12406, Title No. 592431231, complete with all equipment and furnishings, including:

Davenport and chairs  
 Swing rocker  
 Coffee table  
 Step table  
 Floor lamp

Table lamp

Dinette and four chairs

Two beds and two night stands

One gas or electric heater

- (2) 1953 Vagabond house trailer, 4915 lbs., Manufacturer's No. 1033353, Colorado Title No. C 211045, with equipment and furnishings, including:

Daveno

Table and 2 chairs

Bed

Stove

Sink

Refrigerator

Drapes and venetian blinds

- (3) Tools, including:

Two power mowers

Two hand mowers

Fertilizer spreader

Garden rake

Leaf rake

Pitch fork

Three pipe wrenches

Set of pipe dies

Hammer

Six water hoses

Three sprinklers

Vacuum sweeper

2. The buyers agree to pay to the sellers as the purchase price for such business, real and personal property, the sum of Thirty-four Thousand Five Hundred (\$34,500.00) Dollars, to be paid as follows:

- a. The sum of \$500.00 heretofore paid to realtors Bolster, Kennedy, Moran & Beedle, Inc., as earnest money; and
- b. The sum of \$9,500.00 paid herewith, receipt of which is hereby acknowledged; and
- c. The sum of \$15,278.50 paid herewith by assignment of vendor's interest in a certain real estate contract on property in Multnomah County, Oregon, hereinafter referred to, receipt of which assignment is hereby acknowledged; and
- d. The balance of \$9,221.50 shall be paid in monthly installments of \$250.00, or more, payable on the first day of each calendar month beginning May 1, 1962, and continuing until the entire balance of the purchase price and interest is paid. The diminishing balance of the purchase price shall bear interest from April 1, 1962, at the rate of 6% per annum. Each payment made upon this contract shall be applied first to interest accrued and then to the purchase price. The buyers shall have the right to make additional payments at any time without penalty. Payments shall be made to the account of the sellers at the Bank of Stevenson at Stevenson, Washington.

3. The real estate contract referred to in paragraph 2 c, above, is a contract dated October 1, 1959, entered into by W. T. Murphree and Ethel Mae Murphree, husband and wife, as sellers, and Calvin K. Hersey and Carol F. Hersey, husband and wife, for the sale and purchase of the following described real estate situated in Multnomah County, Oregon:

The West 90 feet of the North 150 feet of Lot 2, Block "B", Whitehead's Addition to Gresham, in the city of Gresham, county of Multnomah, state of Oregon.

This contract is accompanied by a demand promissory note and shall be transferred herewith by a vendor's assignment and deed and by endorsement of the note. The present unpaid balance on such contract is \$15,288.63. The April 1, 1962, payment of \$125.00 shall be made to the buyers herein. The sum of \$10.13 of such payment

is applicable to the principal, leaving the balance of \$15,278.50 to apply on the purchase price of this contract as provided above.

4. For the various purposes of the parties, it is agreed that the valuation to be ascribed to various items covered by this contract are as follows:

- |   |             |
|---|-------------|
| a. To real estate:  | \$ 8,000.00 |
| b. To tangible personal property,<br>including the trailers | 7,000.00    |
| c. To going business value, good will,<br>the name, etc.    | 19,500.00   |

5. The real estate taxes for 1962 have been paid in full by the sellers. There shall be no reimbursement to the sellers for any pro-rated portion of such taxes; but in lieu thereof the buyers shall pay the sellers the sum of \$35.00 to reimburse them for the advertisement of the trailer park in "Woodalls." The buyers agree that they will pay before delinquency all taxes and assessments hereafter levied or assessed against the real estate herein conveyed.

6. The buyers agree that they will, until full performance of this contract, maintain upon the washhouse located on the real estate described above insurance against damage by fire in an amount equal to the full insurable value thereof, with provision in such policy that proceeds shall be payable to the buyers and the sellers as their interests may appear. Proof that such insurance is in effect shall be furnished to the sellers.

7. The sellers shall withdraw and keep their deposit for electricity with the P. U. D. No. 1 of Skamania County. The buyers shall provide for their own electricity as of the date for possession. The sellers have a contract for purchase of a gas drum from Skamania Oil Co., Stevenson, Washington, being paid for at the rate of one cent (1¢) per gallon, charged at the time the gas is dumped into it. The sellers hereby sell and transfer at no additional charge their interest in such gas drum; and the buyers agree that they will assume and pay the balance of the said contract in accordance with its terms. The sellers retain for themselves the items of personal property on the patio and the one heater which is not selected by the buyers.

8. Possession shall be transferred to the buyers on April 1, 1962.

Although compliance with the bulk sale statute will not be complete by then, if any of the creditors listed in the bulk sale affidavit are not paid in full by the sellers, or if additional unpaid business obligations of the sellers, of a type which should have been listed, appear, and if the buyers are forced to pay any of such obligations, the buyers shall have credit therefor on the unpaid balance of the purchase price of this contract as of the date of such payment.

9. The sellers covenant and agree that on April 1, 1962, all trailer space in Beacon Rock Trailer Park will be in good, serviceable working order. The sellers further agree that they will point out to the buyers control points on sewer, water and electrical facilities and inform the buyers fully on the operation of the Park. Also the sellers shall furnish the buyers with a detailed plot plan of all underground sewer, water and other utility lines and connections and also a list of the names and addresses of suppliers, contractors and craftsmen familiar with the Park and its operations.

10. The sellers covenant, agree and certify that they know of no restrictions or changes, physical or political, that would in any way concern this trailer park, and that none are expected; and further that no assessments or easements, other than those noted above, are in existence or are anticipated. The sellers shall furnish to the buyers a survey map and shall point out the corners as established and marked by the surveyor. The legal corners shall be properly marked.

11. The sellers covenant and agree that they will not enter into, directly or indirectly, any business, that competes with the Beacon Rock Trailer Park business, in Skamania County, for a period of ten (10) years from and after April 1, 1962.

12. Title to the tangible personal property listed above, including the two trailers, shall be transferred immediately by appropriate bills of sale. Title to the real estate, including the easement for sign, shall be retained by the sellers until full performance of this contract by the buyers. The sellers shall, concurrently with the execution of this contract, execute a warranty deed to the

real property described above and to the sign easement. These deeds shall be placed in escrow, along with a copy of this contract, with the Bank of Stevenson with instructions for delivery of the deeds to the buyers upon full performance of this contract by the buyers. The sellers agree that they will promptly pay the real estate excise tax on this contract and will furnish to the buyers a purchaser's policy of title insurance on the real estate in the insuring amount of \$8,000.00.

13. In the event the buyers fail to make any payment or to perform any other agreement or condition of this contract, the sellers shall have the option to cancel and forfeit this contract; and upon such forfeiture all payments theretofore made by the buyers shall remain the property of the sellers as liquidated damages. Such forfeiture shall be effected only after written notice of default to the buyers and the failure of the buyers to correct such default within a period of 30 days thereafter.

14. In the event of litigation between the parties concerning any matter involved in this contract, it is agreed that the party ultimately determined to be at fault shall bear the costs and expenses of the litigation including a reasonable attorney's fee for the other party.

Dated this 27 day of March, 1962.

Sellers:

Chester G. Rawlings  
Frances Rawlings

Buyers:

Doniph  
Ethel Mae Murphree

STATE OF WASHINGTON )

:ss

County of Clark )

On this day before me personally appeared Chester G. Rawlings and Frances Rawlings, 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 27 day of March, 1962.

Donald Simpson  
Notary Public in and for the state of  
Washington, residing at Vancouver.

STATE OF WASHINGTON     )  
                                      :ss  
County of Clark         )

On this day before me personally appeared William T. Murphree and Ethel Mae Murphree, 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 27 day of March, 1962.

Donald Simpson  
Notary Public in and for the state of  
Washington, residing at Vancouver.

No. 7852  
**TRANSACTION EXCISE TAX**

APR 3 1962

Amount Paid 80.00  
Michael D. Russell  
Skamania County Treasurer  
By .....