

CONTRACT OF SALE FOR REAL AND PERSONAL .

PROPERTY

THIS CONTRACT OF SALE made and entered into this 14th day of May, 1962, by and between ARTHUR H. HOFFMAN, a widower, hereinafter called the Seller, and FLOYD C. DAVIS and DOROTHY R. DAVIS, husband and wife, hereinafter called the Purchasers;

W I T N E S S E T H:

The Seller agrees to sell to the Purchasers, and the Purchasers 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

A tract of land in Sections 27 and 34, Township 3 North, Range 8 E. W. M.; more particularly described as follows:

Beginning at a point on the section line common to the said Sections 27 and 34 which is north 89° 22' 30" west 942.9 feet from the southeast corner of the said Section 27; thence south 23° 59' west 61.67 feet to the northerly right of way line of Primary State Highway No. 8; thence south 66° 01' east along said highway right of way line 262.64 feet; thence north 23° 59' east 101.51 feet; thence north 66° 01' west 262.64 feet; thence south 23° 59' west 39.84 feet to the point of beginning;

TOGETHER WITH the right to draw water through a pipeline not exceeding 3/4 inch in diameter for the use and benefit of the buildings constructed on the above described real property;

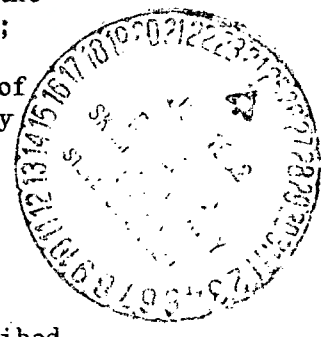
AND SUBJECT TO rights of access relinquished to the State of Washington in connection with the reconstruction of Primary State Highway No. 8.

PERSONAL PROPERTY

All of the trade fixtures of that certain grocery store and service station business located on the above described real property including adding machine, cash register, display cases, lubsters and service station equipment on the premises; and merchandise inventory of groceries, confections, lubricants, gas, and oil.

All of the furniture, furnishings, ranges, refrigerators and other appliances in the four cabins constructed on the above described real property.

On the following terms and conditions: The purchase price for the above described real and personal property is Sixteen Thousand Eight Hundred Fifteen and 08/100 (\$16,815.08) Dollars of which Six Thousand Five Hundred and No/100 (\$6,500.00) Dol-



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lars has been paid, the receipt whereof is hereby acknowledged, and the Purchasers agrees to pay the balance of the said purchase price in the sum of Ten Thousand Three Hundred Fifteen and 08/100 (\$10,315.08) Dollars in monthly installments of One Hundred Twenty and No/100 (\$120.00) Dollars, or more, commencing on the first day of July, 1962, 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 of the unpaid purchase price shall bear no interest if paid promptly when due, but after delinquency the same shall bear interest at the highest legal rate. The Purchasers reserve the right at any time while they are not in default under the terms and conditions of this contract to pay any part or all of the unpaid purchase price, plus interest, then due.

The Purchasers agree: (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 Purchasers' 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 (5) that full inspection of the said real and personal property has been made, and that the Purchasers do 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 Purchasers a warranty deed with federal and state documentary stamps affixed thereto reflecting a consideration of \$12,000.00 conveying the above described real property subject only to the acts and omissions of the Purchasers under this contract, and to make, execute and de-

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liver to the Purchasers a warranty bill of sale transferring the title to the above described personal property; (2) within thirty days from the date of the execution of this contract to procure and deliver to the Purchasers a title policy in usual form issued by the Puget Sound Title Insurance Company insuring the Purchasers in the sum of \$12,000.00 against loss or damage occasioned by reason of defect in, or encumbrances against, Seller's title to the premises, not assumed by the Purchasers, or as to which the conveyance hereunder is not to be subject. (3) that the Purchasers shall have possession of the said real and personal property as of May 21ST, 1962.

In addition to the monthly installments of the unpaid purchase price above specified the Purchasers agree to pay to the Seller a sum of \$10.00 per month for water rent to be used for the purpose of defraying the cost of maintenance and operation of the existing water system.

And it is further mutually agreed that \$12,000.00 of the said Purchase price shall be the consideration for the said real property, and that the remainder of the purchase price shall be the consideration for the said personal property and reimbursement to the Seller for the expenses of survey, excise tax, documentary stamps, and title insurance. This contract or any interest therein shall not be assigned without the written consent of the seller and any purported assignment thereof without such consent shall be void.

AND IT IS FURTHER AGREED that time is of the essence hereof, and in the event the Purchasers 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 Purchasers' rights hereunder terminated, and upon the Seller so doing, all payments made by the Purchasers 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

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of the Purchasers, or his assigns, last known to the Seller, The Purchasers to have thirty days thereafter to reinstate the contract and to remedy any defaults.

IN WITNESS WHEREOF the parties to this contract have executed this agreement this 19th day of May, 1962.

Floyd C. Davis
Floyd C. Davis

Arthur H. Hoffman
Arthur H. Hoffman

Dorothy R. Davis
Dorothy R. Davis

PURCHASERS

SELLER

RECEIVED
TRANSACTION EXCISE TAX
JUN 25 1962
Amount Paid \$ 20.00
Muelich O. O'Connell
Skamania County Treasurer
By

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 19th day of May, 1962, personally appeared before me ARTHUR H. HOFFMAN, 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.

Robert J. Salmer
Notary Public in and for the State of Washington, residing at Stevenson.