

CONTRACT FOR SALE OF REAL AND PERSONAL PROPERTY

This contract is made and entered into by and between William T. Murphree and Ethel Mae Murphree, husband and wife, herein called the sellers, and Kenneth L. Bowcutt and Shirley Bowcutt, 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° 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° 02' west 285.6 feet from the point of beginning; thence north 01° 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: Easements and rights of way for public roads over and across such real estate.

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 feet South and 787.4 feet East of the Northwest corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 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, three 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. 630810963, 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  
Heater

- (2) 1960 Mayflower house trailer, 8' x 28', Serial No. BJM30511801, Title No. 640 870 656, complete with furnishings including stove, ice box, bed, couch, table and three chairs.

- (3) 1956 Skyline house trailer, 8' x 45', Serial No. 462 617, Title No. 621 974 004, complete with furnishings including stove, ice box, table, three chairs, couch and two beds.
- (4) Tools, including two power mowers, two hand mowers, fertilizer spreader, garden rake, leaf rake, pitch fork, pipe wrenches, pipe dies, hammer, water hoses, sprinklers and 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 Fifty Thousand (\$50,000.00) Dollars, to be paid as follows:

- a. The sum of \$5,000.00 heretofore paid to the sellers, receipt of which is hereby acknowledged; and
- b. The balance of \$45,000.00 shall be paid in monthly installments of \$322.63, or more, payable on the 10<sup>th</sup> day of each calendar month beginning December 10<sup>th</sup>, 1965, 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 November 1, 1965, 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 Citizens Branch, United States National Bank, Portland, Oregon, or such other place as the sellers may direct.

4. The real estate taxes for 1965 shall be pro-rated as of November 1, 1965. The buyers agree that they will pay before delinquency all taxes and assessments hereafter levied or assessed against the real estate herein conveyed.

5. The buyers agree that they will, until full performance of this contract, maintain insurance against loss or damage by fire, with extended coverage, upon the personal property described above in an amount of not less than \$8,500.00 and upon the improvements on the real property described above in an amount equal to the full insurable value thereof. All such policies shall be endorsed for payment to the sellers and the buyers as their interests may appear. Proof that such insurance is in effect and that premiums are paid shall be furnished to the sellers.

6. The sellers shall withdraw and keep all utility deposits. The buyers shall make and maintain all required utility deposits from and after November 1, 1965.

7. Possession shall be transferred to the buyers on November 1, 1965. Trailer rentals shall be pro-rated and adjusted between the sellers and buyers as of November 1, 1965.

8. Title to all assets covered by this contract including but not limited to the trailers and contents, the tools and the real estate (including the easement for sign) shall be retained by the sellers until full performance of this contract by the buyers. Upon full performance of this contract by the buyers, the sellers shall convey to the buyers the real property, including the easement for sign, by warranty deed and shall transfer all personal property by an appropriate bill of sale.

9. The buyers agree that they will pay the real estate excise tax and the personal property sales tax that accrue upon this contract, promptly and before delinquency.

10. The sellers agree that they will procure and deliver to the buyers a purchasers' policy of title insurance insuring the sellers' title to the real estate described above as of the date of this contract in the amount of \$14,000.00.

It is understood and agreed that a preliminary title report for the real property has not yet been obtained. The sellers agree that they will order one promptly. In the event such title report shows any defect in title, the sellers shall have sixty days in which to correct such defect. In the event such defect is not corrected within sixty days of receipt of the title report and if the defect is not waived by the buyers, then either the sellers or the buyers shall have a right to rescind this contract. In the event of such a rescission the parties shall, insofar as practicable, be restored to their original positions.

11. The buyers agree that they will throughout the term of this contract keep and maintain the said real property and improvements thereon and the said personal property in good repair and condition and that they will commit no waste.

12. The buyers agree that they will not sell, assign, pledge or transfer all or any portion of their interest in this contract or the property covered by this contract without the prior written consent of the sellers. The sellers agree that they will not unreasonably withhold their consent to a proposed assignment.

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 for failure to make a payment required by this contract shall be effected only after a payment shall be delinquent for twenty days. Such forfeiture for failure to perform any other covenant or promise 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 thirty days thereafter.

14. In the event the buyers fail to perform any covenant or promise of this contract when due, the sellers may perform any act or make any payment required by such covenant or promise; and the cost thereof to the sellers shall

be immediately due and repayable by the buyers, shall be added to the purchase price of this contract and shall bear interest at 8% per annum until paid.

15. In the event suit or action is brought by the sellers to recover any payment provided for herein, or to enforce any covenant or promise of this contract, or for damages for breach of any covenant or promise of this contract, or to enforce a forfeiture hereunder, the buyers agree to pay the costs and expenses of such suit or action, including a reasonable attorney's fee.

Dated this 20 day of October, 1965.

No. 1919  
TRANSACTION EXCISE TAX

NOV 29 1965

Amount Paid 140.00

Richard W. Russell  
Skamania County Treasurer

By .....

Sellers:

William T. Murphree

Ethel Mae Murphree

Buyers:

Kenneth L. Bowcutt  
Shirley B. Bowcutt

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 21 day of October, 1965.

Donald Simpson

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

STATE OF WASHINGTON )

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County of Clark )

On this day before me personally appeared Kenneth L. Bowcutt and Shirley Bowcutt, 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 20 day of October, 1965.

Donald Simpson

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