

CONTRACT OF SALE FOR REAL AND PERSONAL
PROPERTY

THIS CONTRACT OF SALE made and entered into this 20th day of September, 1965, by and between EDWIN J. NOVOSAD and GEORGIA E. NOVOSAD, husband and wife, hereinafter called the Seller, and DORIS M. SPEARS, hereinafter called the Purchaser;

W I T N E S S E T H:

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

Beginning at a point 265 feet west and 70 feet south of the northeast corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 26, Township 4 North, Range 7 E. W. M., thence southerly along the westerly boundary of the Wind River Road 25 feet, more or less, to the center of an unnamed creek, which point is the initial point of the tract hereby described; thence westerly following the center of the said unnamed creek a distance of 112 feet to intersection with the northerly boundary of the south fork of the Hemlock Road as formerly located; thence following the northerly boundary of the former location of said Hemlock Road in a southeasterly direction to intersection with the westerly boundary of the said Wind River Road; thence northerly along the westerly boundary of the said Wind River Road to the initial point.

PERSONAL PROPERTY

All of the restaurant equipment, apparatus, appliances, utensils, and supplies now on hand and in use by the Seller in that certain business heretofore conducted by him under the business name of "Ed's General Store" on the above described real property; and including the following personal property:

- 1 - Freeze King Soft Freezer, Model 875-5051
- 1 - Malted Milk Machine
- 1 - 7 foot Hot Point Refrigerator, 1941 Model
- 1 - 6 foot Crosley Shelvador
- 1 - Crosley Deep Freeze
- 1 - Super-Cold meat case, Model 35-71
- 1 - R. C. Allen adding machine
- 1 - Remington cash register
- 1 - Polaris Reach-in cooler
- 1 - American meat slicer
- 1 - Garland gas grill
- 1 - 6 foot table with filters and fan
- 1 - Electric stove
- 1 - Hobart scale

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- 1 - Philco 21 foot upright Food Freezer
- 1 - 7 foot Coca Cola Box
- 1 - Wood heating Stove
- 1 - Gas burning stove

All shelving, food cases, and miscellaneous equipment.

ALSO: Household furniture and furnishings now on premises.

On the following terms and conditions: The purchase price for the above described real and personal property is Twenty Thousand Eight Hundred and No/100 (\$20,800.00) Dollars of which One Thousand Five Hundred and No/100 (\$1,500.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the Purchaser agrees to pay the balance of the said purchase price in the sum of Nineteen Thousand Three Hundred and No/100 (\$19,300.00) Dollars in monthly installments of Two Hundred and No/100 (\$200.00) Dollars, or more, commencing on the first day of November, 1965, 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 include interest at the rate of six per-cent (6%) per annum computed on the monthly balances of unpaid purchase price. The said monthly installments shall be applied first to interest and then to principal. The Purchaser reserves the right at any time while he is not in default hereunder to pay the unpaid balance of the purchase price together with interest then due; provided, however, that the remaining balance of the purchase price and any interest due shall be paid in any event on or prior to October 1, 1975.

The Purchaser agrees: (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 Purchaser's 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;

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(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 (6) that full inspection of the said real and personal property has been made, and that the Purchaser does 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 Purchaser a warranty deed with federal and state documentary stamps affixed thereto reflecting a consideration of \$17,000.00 conveying the above described real property subject only to the acts and omissions of the Purchaser under this contract, and to make, execute and deliver to the Purchaser a warranty bill of sale transferring the title to the above described personal property; (2) within thirty (30) days from the date of the execution of this contract, to deliver to the Purchaser a policy of title insurance in standard form insuring the Purchaser in the sum of \$17,000.00 subject only to the usual printed exceptions on such policy; (3) to assume and pay any excise tax which may be levied on the sale of the above described real property pursuant to Chapters 11 and 19, 1951 Laws, Ex. Sessions; and (4) that the Purchaser shall have possession of the said real and personal property as of October 1, 1965.

And it is further mutually agreed that \$17,000.00 of the said purchase price shall be the consideration for the said real property and \$3,800.00 shall be the consideration for the said personal property. Title to the said real and personal property is now, and at all times shall remain, in the Seller until the full amount of the purchase price together with interest shall have been paid and this contract performed in full by the

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Purchaser. Nevertheless, the Purchaser shall have the right with the written consent of the Seller to sell and replace any of the articles of personal property described herein. 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. General taxes for 1965 and pre-paid fire insurance premiums shall be pro-rated between the Seller and the Purchaser as of October 1, 1975.

AND IT IS FURTHER AGREED that time is of the essence hereof, and in the event the Purchaser 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 Purchaser's rights hereunder terminated, and upon the Seller so doing, all payments made by the Purchaser 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 of the Purchaser, or his assigns, last known to the Seller, the Purchaser to have thirty (30) days thereafter to reinstate the contract and to remedy any defaults.

IN WITNESS WHEREOF the parties to this contract have executed this agreement this 20th day of September, 1965.

No. 4856
TRANSACTION EXCISE TAX

SEP 23 1965

Amount Paid 1.70 00

Medred O'Donnell
Skamania County Treasurer

By

Thomas L. Spear

Ethel J. Novasack

Georgia E. Novasack

SELLER

Doris M. Spear

PURCHASER

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STATE OF WASHINGTON)
) ss.
County of Skamania)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 20th day of September, 1965, personally appeared before me EDWIN J. NOVOSAD and GEORGIA E. NOVOSAD, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their 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.



Notary Public in and for the State
of Washington, residing at Stevenson
therein.

Tommie G. Spears, husband of the purchaser joins in the execution of this contract solely for the purpose of guaranteeing payment of the unpaid purchase price and interest which will become due thereon.