

1009

CONTRACT OF SALE
FOR REAL AND PERSONAL PROPERTY

THIS CONTRACT OF SALE made and entered into this first day of November, 1965, by and between AXEL B. CREST and JUNE I. CREST, husband and wife, hereinafter called the Seller, and OMAR H. RHODE and BEATRICE M. RHODE, husband and wife, 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 200 feet due west of a round hub placed at an angle point in the northerly line of the Spokane, Portland & Seattle Railway Company's right of way north 09° 05' east 200 feet from station 2042+23.4 of the survey locating the center line of said right of way, said round hub being 997.92 feet south and 2035.5 feet west from the northeast corner of Section 21, Township 2 North, Range 7 E. W. M.; thence south 00° 48' east to the north line of 200 foot right of way of said railway; thence westerly along said north line to a point which is 250 feet west of the line last above described; thence north 00° 48' west to the southerly line of the Evergreen Highway; thence easterly along the southerly line of said highway to a point which is north 00° 48' west of the point of beginning; and thence south 00° 48' east to the point of beginning; said tract being designated as Lots 6, 7, 8, 9 and 10 of Block Nine of the unrecorded plat of the Town of North Bonneville, Washington.

PERSONAL PROPERTY

All of the motel furniture, furnishings, fixtures, and appliances now located upon the above described real property and constituting the trade fixtures of the business heretofore conducted by the Seller under the business name of "CRESTWOOD TRAILER COURT"; and including the following personal property:

(Apartment Number One)

- 1 - Philco Refrigerator
- 1 - A-B Apartment size Range
- 1 - Signature Gas Heater
- 1 - Davenport
- 1 - Bed - complete
- 1 - General Electric Dryer
- 1 - Wringer Washer
- 1 - Extra metal Bath Tub
- 1 - Fold-away Bed Spring

(Apartment Number Two)

- 1 - Overstuffed Chair
- 1 - Davenport
- 2 - End Tables
- 1 - Signature Heater
- 1 - Coffee Table
- 1 - Chrome table and 4 chairs
- 1 - Kelvinator Refrigerator
- 1 - Premier yellow Gas Range
- 1 - 4 piece Bedroom Set
- 1 - Table Lamp
- 2 - Metal Chairs
- 1 - Floor to ceiling Towel Rack

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(Apartment Number Three)

- 1 - 3 piece Sectional
- 1 - Wood Table
- 1 - Extra Table
- 1 - Floor Lamp
- 1 - Red top Chair
- 1 - Wood Writing Desk
- 1 - Frigidaire Refrigerator
- 1 - A-B Apartment size Range
- 1 - Chrome table and 4 chairs
- 1 - Chest of Drawers
- 1 - Dressing Stand
- 1 - Bed - complete

(Trailer Court Facilities)

- 6 - Power poles with electric outlets
- 1 - Automatic Flood Light

(Apartment Number Four)

- 1 - Writing Desk
- 1 - Davenport
- 1 - Coffee Table
- 2 - End Tables
- 1 - Chrome Table and 4 chairs
- 1 - Westinghouse Refrigerator
- 1 - Florence Gas Range
- 1 - Chest of Drawers
- 1 - Leatherette Chair
- 1 - End Table
- 1 - Tropicaire Gas Heater
- 1 - Black and white Chest
- 1 - Black and white desk
- 1 - Overstuffed Chair
- 1 - Bed - complete
- 2 - End Tables (unfinished wood)
- 1 - Table Lamp

On the following terms and conditions: The purchase price for the above described real and personal property is Sixteen Thousand and No/100 (\$16,000.00) Dollars of which Three Thousand and No/100 (\$3,000.00) 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 Thirteen Thousand and No/100 (\$13,000.00) Dollars in monthly installments of One Hundred Twenty-Five and No/100 (\$125.00) Dollars, or more, commencing on the first day of December, 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.

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

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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; (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 and to comply with all of the rules and regulations of the Department of Health of the State of Washington; (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 Fourteen Thousand Eight Hundred and No/100 (\$14,800.00) Dollars 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 Fourteen Thousand Eight Hundred and No/100 (\$14,800.00) Dollars 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

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real and personal property as of November 1, 1965.

And it is further mutually agreed that Fourteen Thousand Eight Hundred and No/100 (\$14,800.00) Dollars of the said purchase price shall be the consideration for the said real property and One Thousand Two Hundred and No/100 (\$1,200.00) Dollars 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 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. General taxes for 1965, apartment and trailer space rentals, and pre-paid fire insurance premiums will be pro-rated by the Seller as of November 1, 1965.

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 day of

Paul B. Crest
June L. Crest
SELLER

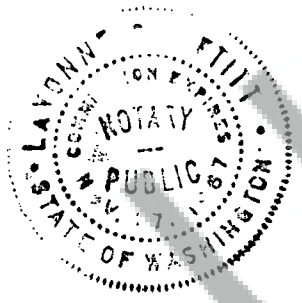
Beatrice M. Ophide
Mar. 11 1966
PURCHASER

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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 31st day of October, 1965, personally appeared before me AXEL B. CREST and JUNE I. CREST, 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.



Lavonne P. Pettit
Notary Public, in and for the State of
Washington, residing at N. Bonneville, WA

No. 42007
TRANSACTION EXCISE TAX
NOV 3 1965
Amount Paid 148.00
Nicholas O. Wannell
Skamania County Treasurer
By

15892

15892
AXEL B. CREST et al.
vs.
OMAR W. RHODES et al.

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } SS

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Ed Blake

OF Stevens, WA

AT 1:20 P.M. Nov. 3 1965

WAS RECORDED IN BOOK 53

OF Block 1 PAGE 83-7

RECORDS OF SKAMANIA COUNTY, WASH.

S. P. Todd

COUNTY AUDITOR

BY E. Maynard

DEPUTY

REGISTERED <u>E.</u>
INDEXED <u>DR. E.</u>
IMPRINT <u>E.</u>
RECORDED
COMPARED
MAILED