

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

Filed for record November 7, 1945 at 2:10 p.m. by Raymond C. Sly.

Malcolm J. Foss
Skamania County Auditor

#34626

William E. Sprinkle et al to The Public
and/or Columbia Theater

ARTICLES OF CO-PARTNERSHIP

THIS AGREEMENT made and entered into by and between William E. Sprinkle, party of the first part, and Archie J. Maus, party of the Second part, WITNESSETH:

1. The parties hereto do hereby associate themselves together as co-partners to be known and do business as COLUMBIA THEATER at North Bonneville, Skamania County, Washington.

2. The business to be transacted by said co-partners shall be the operation of a motion picture theater at the town of North Bonneville, Washington.

3. The interest of the co-partnership shall be equal, it being understood and agree that each co-partner has heretofore contributed an equal amount of money or property to the said co-partnership and shall hereafter equally contribute to the work, labor, and management of said co-partnership and to the property constituting the assets of such co-partnership and that they shall share equally in any profits or losses of said co-partnership.

4. This co-partnership is organized under the provisions and subject to the powers and limitations and the terms of Chapter 137, the Laws of 1945 of the State of Washington, and shall be governed thereby in so far as the said law shall be applicable; provided that no assignment of interest to the properties in accordance with Section 27 and 28 of said Law shall be made without first giving the other partner an opportunity to purchase upon as good terms and conditions as maybe offered by any other person making a bonafide offer therefor.

4. This co-partnership shall exist until dissolution by the mutual consent of the partners hereto or dissolution thereof in accordance with said Chapter 137 Laws of 1945.

DATED this 20th day of September, 1945.

William E. Sprinkle (ls)
Party of the first part
Archie J. Maus (ls)
Party of the second part

STATE OF WASHINGTON)
County of Skamania) ss

On this day personally appeared before me William E. Sprinkle and Archie J. Maus, 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 this 20th day of September, 1945.

Raymond C. Sly

(Notarial seal affixed)

Notary Public for Washington
Residing at Stevenson, therein.

Filed for record November 16, 1945 at 4:00 p.m. by William E. Sprinkle.

Malcolm J. Foss
Skamania County Auditor

#35142

McCall Oil Company to Frank DeVoss et ux

CONDITIONAL SALES CONTRACT

This conditional sales contract, made and entered into on this 1 day of February, 1946, by and between W. C. McCall, d.b.a. McCALL OIL COMPANY, hereinafter called the Seller, and Frank DeVoss and Patricia DeVoss Husband and Wife hereinafter called the Purchaser,

WITNESSETH:

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Johnson-Cox Company, Makers, Tacoma-427

The Purchaser hereby agrees to purchase from the Seller

- 1- 1000 gallon gasoline storage tank
- 1- 1 1/2" angle check valve
- 1- Erie computing gasoline pump Serial No. RA-(90)

and agrees as consideration therefor to pay the sum of \$572.04 payable as follows:

One Half Cent per gallon of gasoline delivered to the premises by McCall Oil Company and to purchase his entire requirements for gasoline and other petroleum products from the Seller for a period of Five years from March 1, 1946, and for such additional period as any part of the above sum of money shall remain unpaid.

The Purchaser agrees that until the full consideration is paid and performed said equipment will not be removed from the following premises:

Beginning at the intersection of the East Line of the S.W. Quarter of the S.W. Quarter section 29, TWP. 3 N.R.3. E.W.M. with the south line of State highway No. 8 (also known as U.S. highway no. 830) running thence South 340 feet thence in a southwesterly direction 275 feet to a point 340 ft. due south of the south line of said highway, thence north 340 feet to the South of said highway thence following a southerly line of the said highway in a northeasterly direction to the point of beginning.

It is understood that until the above consideration, or any judgments therefor, is paid in full and the foregoing conditions performed, the above described personal property shall be and remain the Seller's sole personal property and that neither the title nor any interest whatsoever in said personal property shall pass to the Purchaser until the consideration is paid and performed in full, and the Purchaser shall be entitled only to the possession and use of said personal property as long as he is not in default under any of his obligations according to the terms of this contract. The Purchaser agrees to pay all expenses, costs, and costs, including a reasonable attorney's fee, in the event that the Seller exercises his rights under this contract, by either retaking said personal property or by action to enforce any remedy hereby provided for.

Should said property be misused or the Purchaser make default in the payment of any of the several amounts of money required to be paid as herein provided, when due, or in the event of the Purchaser's failure to perform any of the conditions or covenants herein contained, or in the event the Purchaser shall become financially involved, or become insolvent, or said property be attached or levied upon in any way, then, in any of said events, the entire amount unpaid shall immediately at Seller's option and without notice, become due and payable, and the Seller may either:

1. Declare the entire sum remaining unpaid hereunder to become immediately due and payable and elect to sue for the amount due, or
2. Without notice or liability for damages, take possession of the aforesaid property, either with or without process of law, wherever found, using such force as may be necessary, to keep and hold the same free from any claim or right of the Purchaser, and in such case all payments previously made by the Purchaser shall be construed to be and applied as rent for the use of said property while in the possession of the Purchaser, Said Purchaser hereby waives and relinquishes all right to the money so paid and to said property. It shall not be necessary for the Seller, or his assigns, to give notice of any kind as to which of said options will be exercised.

Extension of time of any payment, the acceptance of a part thereof, or failure of Seller to promptly enforce any breach of this contract shall not constitute a waiver of any of Seller's rights. Time is the essence of this agreement.

Neither the personal property nor any part thereof shall be considered to be a fixture or a part of any real property in which it may be installed; and the Purchaser agrees that he will not affix said personal property nor any part thereof to any real property in such a manner that the same may be or be considered to be a part of any real estate, building or

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improvement.

If the real estate in which said personal property is placed is sold or otherwise disposed of, Purchaser agrees to notify the Seller, or his assigns, immediately.

IN WITNESS WHEREOF, The Parties have hereunto set their hands and seals the day and year first hereinwritten.

McCALL OIL COMPANY.

By W. C. McCall
Seller (SEAL)

Frank DeVorss (SEAL)
Purchaser
Patricia DeVorss

STATE OF WASHINGTON, }
County of Skamania } ss.

BE IT REMEMBERED, That on this 1st day of February, 1946, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named Frank DeVorss and Patricia DeVorss, husband and wife who are known to me to be the identical individuals described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal this the day and year last above written.

R. M. Wright

Notary Public for Washington,
My Com. Expires 3-18-47
Notary Public for the State of
Washington, Residing at Steven-
son.

(Notarial Seal)

Filed for record February 7, 1946 at 11-00 a.m. by McCall Oil Company.

Malcolm J. Fisher
Skamania County Auditor

#35354

E. J. McVeigh et ux to C. W. Tenney

REALTY BOARD -- OFFICIAL EARNEST MONEY RECEIPT

Official Rates of Commission--City Property: 5 Per Cent on First \$60,000.00; 2½ Per Cent on all Over \$60,000.00. Out of Town Property: 5 Per Cent of total Sale Price. Exchanges: Full regular commission from each side, same as two sales.

Vancouver, Wash., February 2, 1946

RECEIVED OF C. W. Tenney hereinafter mentioned as the Purchaser, the sum of Fifty (\$50.00) Dollars as earnest money and in part payment for the purchase of the following described real estate situated in North Bonneville, County of Skamania, State of Washington, and more particularly described as follows, to-wit:

Lot Four (4) of Block Two (2) of Bonnevista Addition to the Town of North Bonneville, according to the official plat thereof, on file and of record in the office of the County Auditor of Skamania County, together with the building thereon and the appurtenments appertaining; ALSO such furniture in said house, as is.

which we have this day sold to the said Purchaser for the sum of Twelve Hundred Fifty (\$1,250.00) Dollars on the following terms to-wit: The sum of Fifty (\$50.00) Dollars as hereinabove receipted for; and Seven Hundred (\$700.00) Dollars upon acceptance of title and delivery of Warranty Deed, balance of \$500.00 to be paid to the Bank of Stevenson in monthly payments of not less than \$17.00 each including interest at 6% per annum, on 14th day of each month beginning February 14th, 1946, until the entire principal & interest is paid.

A Certificate of Title from a reliable Abstract Company is to be furnished the Purchaser with delivery of Deed

It is agreed that if the owner does not approve the above sale, or if the title to the said premises is not marketable, or cannot be made so within thirty days the earnest money herein receipted for, shall be refunded. If the above sale is approved by the owner