

MISCELLANEOUS RECORD G
SKAMANIA COUNTY

said day, for the purpose of determining whether or not the directors shall be authorized to sell and convey all the property belonging to the School District located at Cooks and in Section 27 and 34, Twp. 3 N. R. 9 E. W. M. and more particularly described as follows:

1. All of Block 7 of the Townsite of Cooks according to the official plat thereof excepting a strip of land 25 feet wide along the west side thereof reserved for road purposes and also excepting Lots 9, 10, 11, and 12, of said block.
2. Commencing at a point in the Section line between Sections 27 and 34, Tp. 3 N. R. 9 E. of the W. M. 243 ft. West of the S. E. corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 27, Tp. 3 N. R. 9 E. W. M., thence North 23 deg. 8 min West 44 ft.; thence E. 28° North 209 ft. to a connection with the Taylor and Graves Road running through the said SE $\frac{1}{4}$ of Sec. 27 Twp. 3 N. R. 9 E. W. M.; thence Westerly along said road 471 ft. to a point parallel and in line with the East line of the highway bordering on West side of said School District Grounds; thence south 23 deg. 8 min. East 80 feet to the Section line, said point being the northwest corner of said School District Grounds; thence east along said section line 207 feet more or less to the point of beginning, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and also all our estate, right, title and interest in and to the same.

By order of the Board of Directors.

Dated this 10th day of May, 1948.

Mildred E. Young
School District Clerk.

Filed for record June 28, 1948 at 3-35 p.m. by R. C. Sly.

James C. Wadsworth
Skamania County Auditor

#38187

L.E. Barnes et ux to May vanOsdol

CONDITIONAL SALES CONTRACT

THIS AGREEMENT made this 14th day of July, 1948, by and between L. E. BARNES and MARJORIE BARNES, his wife, of Cascade Locks, Oregon, herein termed the Sellers, and MAY van OSDOL, of Stevenson, Washington, herein termed the Buyer,

W I T N E S S E T H:

That the Sellers have sold to the Buyer and the Buyer has purchased from the Sellers that certain business known as the "TWIN BUS CAFE" now located on Lot 15 of Block 8 of Riverside Addition to the City of Stevenson, County of Skamania, Washington together with the following described personal property:

- | | |
|------------------------------------|------------------------------------|
| 1 structure consisting of 2 busses | 1 electric oven (proctor) |
| in which the business is located | having serial number 707P2358 |
| 18 cups | 1 Steam table |
| 9 Napkin holders | 1 French fryer having number |
| 6 sugar holders | 416651 |
| 18 salt and pepper shakers | 2 large spoons |
| 7 syrup pitchers | 1 skillet |
| 1 milkshake machine with 2 cups | 4 pans |
| 1 soup maker | 1 pitcher |
| 50 forks | 15 plates |
| 20 spoons | 2 ice cream dippers |
| 20 knives | 1 General Electric fan |
| 20 large spoons | 1 electric clock |
| 15 soup bowls | 81 towels |
| 12 dessert dishes | 1 Frigidaire capacity 9 ft, |
| 4 butcher knives | and having number 289 |
| 1 electric toaster | 1 Grill-Lang and having |
| 12 dividing dishes | number 3326 |
| 30 small dishes | 1 National Cash Register having |
| 10 glasses | number 3047421 |
| 20 creamers | 1 pie case |
| 1 electric mixmaster | 1 Pepsi-cola cooler |
| 1 slicer-manual | 1 66 gal. electric hot water |
| 1 slicer-potato | heater. |
| 1 air conditioner | and the good will of said business |

That from and after the 15th day of July, 1948, the buyer may use said property and she does hereby promise and agree to pay to the Sellers therefore the sum of Three thousand one hundred (\$3,100) Dollars, One Thousand (\$1,000.00) Dollars of which is to be paid on or before the 15th day of July, 1948, and the remaining balance of Two Thousand one hundred (\$2,100.00) Dollars is to be paid in monthly installments of \$75.00 each, or

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Johnson-Cox Company, Makeys, Tacoma - 4217

which the first installment will become due and payable on the 20th day of August, 1948, and a like payment of \$75.00 on the 20th day of each and every month thereafter until the full amount is paid with no interest until said payment is due and if not paid when due, then interest thereafter at the rate of 8% per annum from due date until paid. Advance and additional payments may be made at any time.

Sellers warrant and covenant that they are the true and lawful owners of said business, goods and chattels, free and clear of any lien, charge or encumbrance and have full power, good right and lawful authority to dispose of the same and they warrant and defend the same to the Buyer, her administrators and assigns, against the lawful claims and demands of all persons, save and except those hereafter holding through, by or under this agreement. That in addition to the purchase price herein stated Buyer has paid to the Sellers the sum of _____ at her pro rata share of the personal property tax on the property hereby sold for the current tax year.

The Buyer covenants and agrees that she will keep the chattels free of all taxes, liens or encumbrances; that she will not permit the same to be used illegally or improperly; that she will keep the same in good condition, ordinary wear and tear excepted; that she will not remove the same from the premises on which they are now located nor permit or suffer them to be removed from said premises; that she will pay the rental on the premises on which the property is now located as it becomes due and not permit it to become delinquent and that she will abide by all the terms of said rental agreement or lease; that the Sellers may insure said property hereby sold and all replacements or additions thereto against loss by fire, theft or act of God to properly protect the Buyer and the Sellers, and the Buyer shall pay the premium for said insurance in addition to the payments above set out; that Buyer at her own expense will carry public liability insurance on the premises to protect the Sellers and herself in an amount not less than \$5,000.00; that the proceeds of any insurance whether paid by reason of loss, injury, return premium or otherwise shall be applied toward replacement of the property destroyed or to the payment of any obligation under this contract, application to be made at the option of the Sellers.

That as additional security for the performance of the payments and other covenants to be made under this contract the Buyer hereby assigns all her right, title, and interest in and to that certain lease on the premises upon which this business is located, giving to the Sellers all the rights which she now has or hereafter may have under said lease and with full right to use and perform under said lease without any notice whatever to her should she be in default under this agreement.

That Buyer will promptly and within ten (10) days after the same becomes due, pay all rent, material, equipment, public utility or labor charges that pertain to or were or are hereafter used in or about the business of operating said business.

That upon default by the Buyer under any of the covenants of this agreement the Sellers may perform the same and charge the costs thereof to the Buyer and such amount shall be immediately become due and payable from the Buyer to the Seller together with interest thereon at the rate of 8% per annum until paid.

Time is of the essence of this contract and in the event that Buyer defaults on any payment or fails to comply with any condition or covenant of this contract or a proceedings in bankruptcy, receivership or insolvency be instituted voluntarily or involuntarily against the Buyer, this contract shall be in default and the full remaining balance due hereon shall be immediately become due and payable. Upon any such default the Sellers or any officer of the law may take immediate possession of said property and the shop without legal

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Johnson-Dick Company, Multnomah, Oregon 4287

process and without demand for the this purpose the Sellers and their agents may enter upon the premises where said property may be and remove the same without being guilty of trespass. The Sellers may resell said property so retaken at public or private sale without demand for performance with or without notice to the Buyer and upon such terms and in such manner as the Sellers may determine and the Sellers may be purchasers at any public sale. From the proceeds of any such sale the Sellers shall deduct all expenses for retaking, keeping, repairing and selling such property, including a reasonable attorney's fee, and the balance thereof shall be applied first over to the balance then due and surplus shall be paid over to the Buyer, and in the event of a deficiency the Buyer shall pay the same with interest. Upon repossession by the Sellers all payments theretofore made to them shall be retained by them as compensation for the use, damage and depreciation of the chattels until that time.

The parties hereto recognize that title to this property shall not pass to the Buyer until all sums due under this contract together with all advances made hereunder are fully paid in cash, and upon such full and final payment the title to said business and personal property shall vest in the Buyer, free and clear of any claim of the Sellers.

No transfer, renewal, extension or assignment of this contract or any interest thereunder, or loss, injury or destruction of said chattels shall release the Buyer from her obligation hereunder. The acceptance by the Sellers of a partial payment of any installment or amount due hereunder or the failure of Sellers to promptly exercise any of the remedies hereunder provided, shall not waive the strict performance of the conditions of this contract or prevent the Sellers from immediately pursuing any or all remedies hereunder or given to them by law.

In the event of action at law or equity by the Sellers under this agreement, they shall, in addition to the costs and disbursements provided by law, be entitled to a reasonable sum as allowed by the Court as attorney's fees.

In Witness Whereof, the parties have hereto set their hands and seals the day and year first inabove written.

L. E. Barnes (Seal)

Marjorie Barnes (Seal)
Sellers

May Van Osdol, (Seal)
Buyer

STATE OF OREGON }
County of Hood River } ss.

14th July, 1948

Personally appeared the within named L. E. BARNES and MARJORIE BARNES, his wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Charles H. Latmell
Justice of the Peace

STATE OF OREGON }
County of Hood River } ss.

14th July, 1948

Personally appeared the within named May Van Osdol and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

(Notarial seal affixed)

John Baker
Notary Public for Oregon
My Commission expires Nov. 24, 1951.

Cascade Locks, Oregon.
26 July 1948.

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SKAMANIA COUNTY

FOR VALUE RECEIVED, we, the undersigned, have sold, assigned, transferred and set over to HAL SHANER of 1925 S.E. Alder Street, Portland, Oregon, and by these presents do hereby sell, assign, transfer and set over unto the said Hal Shaner all our right, title and interest in and to the foregoing contract, and we and each of us do hereby constitute the said Hal Shaner, our attorney, in our name, or otherwise, to take all legal measures which may be proper or necessary for the complete recovery and enjoyment of his rights under said contract.

L. E. Barnes (Seal)

Marjorie Barnes (Seal)

STATE OF OREGON, County of Hood River: ss

Personally appeared the above named L. E. Barnes and Marjorie Barnes, his wife, and acknowledged to me the foregoing to be their voluntary act and deed.

Charles H. Latmell
Justice of the Peace

Filed for record July 26, 1948 at 3:35 p.m. by Hal Shaner.

John C. Walker
Skamania County Auditor

#38188

L. E. Barnes et ux to The Public

BULK SALES AFFIDAVIT

STATE OF OREGON }

County of Hood River }

I, L. E. Barnes and I, Marjories Barnes, being first duly sworn, each of myself say:

That we are the owners of the property known as the "TWIN-BUS CAFE" on Lot 15 Block 8 of Riverside Addition to the City of Stevenson, County of Skamania, Washington and that we intend to sell the business and personal property thereof to May van Osdol; that the names and addresses of all the creditors of each of the affiants, together with the amount of indebtedness due or owing, or to become due or owing, by us, or either of us, to each of such creditors, are as follows, to-wit:

<u>Name</u>	<u>Address</u>	<u>Amount due or Owing</u>
Sales tax on food one month		
Personal property tax, Skamania County.		

L. E. Barnes

Marjorie Barnes

Subscribed and Sworn to before me this ____ day of July, 1948.

Charles H. Latmell
Justice of the Peace.

Filed for record July 26, 1948 at 3:35 p.m. by Hal Shaner.

John C. Walker
Skamania County Auditor

#36223

Cecil B. Slaughter to The Public

CERTIFICATE OF LICENSE TO PREACH

Matthew 28: 18-20 GO YE THEREFORE LO, I AM WITH YOU ALWAYS.

CECIL B. SLAUGHTER

ASSEMBLIES OF GOD, OREGON DISTRICT
1695 SAGINAW STREET, SATELI OREGON

District of the General Council of the Assemblies of God, Headquarters at Springfield, Missouri

Certificate of License to Preach

This Certifies that Cecil B. Slaughter, of Hood River, Oregon, is recognized as a Minister of the Gospel of our Lord Jesus Christ, in fellowship with the Assemblies of God