



CONTRACT FOR SALE OF REAL AND PERSONAL PROPERTY

THIS CONTRACT, made this 29th day of October, 1953, by and between Martin Sletto and Anna Sletto, husband and wife, hereinafter called the Seller and Thomas Blaskovits and Genevieve Blaskovits, husband and wife, hereinafter called the Purchaser;

WITNESSETH:

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described real and personal property with all appurtenances situate in Skamania County, Washington:

REAL PROPERTY

Lots 3 and 4 and the easterly 60 feet of Lot 5 of NORMANDY TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington;

ALSO that certain plot of ground 25 feet square around and including a certain spring located 1100 feet in a northwesterly direction from the northwest corner of the said Lot 5, TOGETHER WITH an easement for a pipe line and the right to repair and maintain the same, leading from the said spring to the above described real property as now in use and located, which said easement is SUBJECT TO a flowage easement granted to the United States of America, and SUBJECT TO existing recorded rights to use the waters of the said spring.

PERSONAL PROPERTY

All of the furniture, fixtures, equipment, utensils and apparatus now installed, in use and located upon the said real property as part of the restaurant and bar business known as "Fort Rains Inn", including certain furniture located in out-buildings on the said real property; all of which personal property is more particularly described on Schedule A attached hereto and by reference made a part hereof;

On the following terms and conditions: The purchase price for the said real and personal property is \$21,500.00 and on the delivery of this contract the Seller acknowledges the receipt of a down payment from the Purchaser in the sum of \$6,000.00; the balance of the purchase price in the amount of \$15,500.00 shall be paid by the Purchaser in monthly installments of \$150.00 or more commencing on the 10th day of January , 1954 and on the 10th 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 4 per cent per annum computed upon the monthly balances of unpaid orincipal. The Purchaser reserves the right while he is not in default under the terms and conditions of this contract to pay all or any part of the unpaid principal 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 now and hereafter placed upon the said real property, and the said personal property, unceasingly insured against loss or damage by fire in the sum of \$9,500.00 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; (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 occur shall constitute a failure of consideration; (6) that a 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; and (7) to pay any sales tax or compensating tax which may be levied by virtue of the transfer of title to the above described personal property from the Seller to the Purchaser.

The Seller agrees: (1) upon receiving the full amount of the said purchase price 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 \$15,000 conveying the above described real property subject only to the acts and omissions of the Purchaser under this contract, and to deliver a policy of title insurance in the sum of \$15,000.00 insuring the Purchaser subject only to the usual printed exceptions and the acts and omissions of the Purchaser under this contract; (2) upon receiving the full amount of the purchase price together with interest, to make, execute and deliver to the Purchaser a warranty bill of sale to the above described personal property; (3) to assume and pay any excise tax which may be levied on the sale of the said real property to the Purchaser under Chapters 11 and 19, 1951 Laws, Ex. Sessions; and (4) that the Purchaser shall have possession of the above described real and personal property immediately upon delivery of this contract.

IT IS MUTUALLY AGREED that \$15,000.00 of the said purchase price shall be the consideration for the said real property and that \$6,500.00 shall be the consideration for the personal property. Title to the said real and personal property 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. Prepaid fire insurance premiums shall be pro-rated between the Seller and the Purchaser as of the date on which possession of the said real and personal property is delivered.

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 make 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 days thereafter to reinstate the contract and to remedy any default.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

Martin Stitle (SEAL)

Issua Sletto (SEAL)

Sellers

Thomas Blaskovite (SEAL)

Geneview Blankwitz (SEAL)

IO. 1024
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID DEC 7 1953
AMOUNT#/50%
COUNTY TREASURER

Purchasers

STATE OF WASHINGTON \$\delta\$ ss. County of Skamania \$\delta\$

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this Aday of October, 1953, personally appeared before me Martin Sletto and Anna Sletto, 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.

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SCHEDULE A

East Cabin:

1 bed with matress

1 cot

l table

3 chairs

1 wood range

1 wood heater

1 dresser

1 water tank

2 Room Cabin:

1 bed with mattress

l dresser

l kitchen cabinet

1 wood range and water heater

l table with chairs

Northeast Cabin:

2 beds with mattresses

1 oil stove

l table with chairs

1 wood range and water tank

Northeast Home:

All floor covering

1 oil heater

1 American sink

1 G. E. electric range

1 kitchen cabinet

1 refrigerator

l electric water heater

Inventory of the Fort Rains Inn:

1 30 cubic foot deed freeze

1 food refrigerator

1 30 case bottle cooler

1 2-barrel superdraw cabinet

13 tables with chairs

Front bar with 7 stools and back bar

1 oil heater

l electric clock

3 mirrors

1 federal cash register

1 butane water heater

l butane grill

l electric coffee maker

2 deep friers

All dishes, glasses and cooking utensils

Towels, drapes and equipment used in the operation of inn.

1 oil heater and butane tank for grill

1 massive desk

1 cot

l cigar case

Roof neon tubing

Neon sign

1 burl