



CONTRACT OF SALE FOR REAL AND PERSONAL  
PROPERTY

THIS CONTRACT OF SALE made and entered into this 1st day of August, 1954, by and between MARTHA SCHIMMELPFENNIG, a widow, hereinafter called the Seller, and LOUIS M. JOSEPH and ROSE M. JOSEPH, husband and wife, hereinafter called the Purchaser;

WITNESSETH:

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, Washington:

REAL PROPERTY

Beginning at a point 149.2 feet north  $34^{\circ} 30'$  west of the southwest corner of Block 8 of the Town of Stevenson according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence north  $55^{\circ} 30'$  east 6.5 feet; thence north  $34^{\circ} 30'$  west 100 feet; thence south  $57^{\circ} 19'$  west 45 feet; thence south  $02^{\circ} 14'$  east 67 feet to intersection with the south line of the J. P. Gillette tract as more particularly described in deed dated January 19, 1899, and recorded at page 331 of Book F of Deeds, Records of Skamania County, Washington; thence east following the southerly line of the said J. P. Gillette tract to the point of beginning;

Beginning at a point on the north line of Second Street south  $55^{\circ} 30'$  west 231 feet from the southeast corner of Block 8 of the Town of Stevenson according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence north  $34^{\circ} 30'$  west 83 feet; thence north  $55^{\circ} 30'$  east 124.5 feet to intersection with the westerly line of the said Block 8; thence north  $34^{\circ} 30'$  west following the westerly line of the said Block 8 and the northerly extension thereof 66.2 feet to angle corner of the J. P. Gillette tract as more particularly described in deed dated January 19, 1899, and recorded at page 331 of Book F of Deeds, Records of Skamania County, Washington; thence west following the southerly line of the said J. P. Gillette tract to intersection with the west line of the Shepard D.L.C.; thence south following the west line of the Shepard D.L.C. to intersection with the north line of State Highway No. 8 as presently located and established, also designated as Second Street; thence north  $55^{\circ} 30'$  east to the point of beginning;

Beginning at a point 83 feet north  $34^{\circ} 30'$  west of the southwest corner of Block 8 of the Town of Stevenson according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence north  $55^{\circ} 30'$  east 18 feet; thence north  $34^{\circ} 30'$  west 36.7 feet to intersection with the southerly line of the tract of land sold to Oregon-Washington Telephone Company as described in contract recorded at page 307 Bk.37 of Deeds, Records of Skamania County, Washington; thence south  $55^{\circ} 30'$  west 18 feet; thence south  $34^{\circ} 30'$  east 36.7 feet to the point of beginning;

EXCEPTING tracts of land conveyed to E. C. Hamilton by deed dated February 15, 1926, and recorded at page 601 of Book U of Deeds, Records of Skamania County, Washington;

AND SUBJECT TO easement for access road granted to Joseph L. Lee and Helen E. Lee, husband and wife, by deed dated September 10, 1952, and recorded at page 321 of Book 38 of Deeds.

PERSONAL PROPERTY

All of the beds, furniture, appliances, furnishings, equipment, heating apparatus, and cabin supplies of every description whatsoever now located and situated in the 14 cabins constructed and being upon the above described real property; excepting, of course, the possessions of tenants in occupancy of the said cabins.

On the following terms and conditions: The purchase price for the above described real and personal property is Twenty Thousand and No/100 (\$20,000.00) Dollars of which Five Thousand and No/100 (\$5,000.00) 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 Fifteen Thousand and No/100 (\$15,000.00) Dollars in monthly installments of One Hundred Fifty and No/100 (\$150.00) Dollars or more commencing on the 1st day of September, 1954, and on the 1st 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 percent per annum computed on the monthly balances of unpaid principal. 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 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 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; (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 \$17,500.00 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 30 days from the execution of this contract to deliver to the Purchaser a policy of title insurance in the sum of \$17,500.00 insuring the Purchaser subject only to the usual printed exceptions and the easements and exceptions herein noted; (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 August 1, 1954.

And it is further mutually agreed that \$17,500.00 of the said purchase price shall be the consideration for the said real property and \$2,500.00 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 Purchaser. Nevertheless, the Purchaser shall have the right with the written consent of the Seller to sell and remove from the above described real property any or all of the cabins and buildings now constructed thereon, provided, however, that the net proceeds from such sale or sales shall forthwith be paid over to the Seller and applied on the last installments coming due under this contract. General real and personal property taxes for 1954, pre-paid fire insurance premiums, and rentals from the above described real and personal property shall be pro-rated by the Seller and the Purchaser as of August 1, 1954.

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 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 30 days thereafter to reinstate the contract and to remedy any defaults.

NO 1255  
 IN A COUNTY  
 TRANSACTION EXCISE TAX  
 PAID AUG 23 1954  
 AMOUNT \$175.00  
 COUNTY TREASURER  
 BY Martha Schimmelpfennig

Constance S. Hutcherson, Dep  
 STATE OF WASHINGTON  
 ss.  
 County of Skamania

Martha Schimmelpfennig  
 Seller  
Louis M. Joseph  
Rose M. Joseph  
 Purchaser

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 20<sup>th</sup> day of August, 1954, personally appeared before me Martha Schimmelpfennig to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.

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