

AUG 29 1960

CONTRACT OF SALE

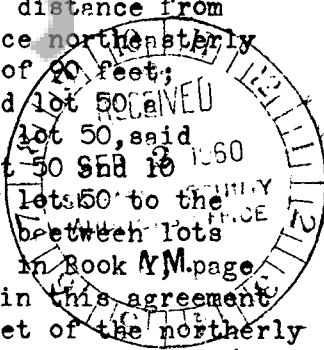
Amount Paid \$10.00

Michael A. Danville
Skamania County TreasurerBy Quincy J. Melby, Jr., 19 60

THIS AGREEMENT, Made and entered into this first day of August
by and between D.B. Ambler and Adelle M. Ambler, husband and wife

as part Y of the first part, residing in city of Portland, State of Oregon
and Elmer F. McDaniels and Anna E. McDaniels, husband and wife
as part Y of the second part, residing in city of Shamania, Co., State of Washington
That the first part Y agree to sell and the second part Y agree to purchase the following
described property upon the terms and conditions hereinafter mentioned, to-wit:

Lot 50 Washougal Riverside Tracts as recorded in Skamania County, Washington except the following tract; Beginning at the most northerly N.W. corner of Lot 50 Washougal Riverside Tracts as recorded in Skamania County, Washington; thence southwesterly along the northwesterly line of said Lot 50 a distance of 100 feet; thence southeasterly and parallel to and 100 feet distance from the northerly line of said lot 50 a distance of 125 feet; thence northwesterly and parallel to the northwesterly line of said lot a distance of 90 feet; thence southeasterly and parallel to the northerly line of said lot 50 a distance of 275 feet more or less to the easterly line of said lot 50, said last described line being parallel to the northerly line of lot 50 and 10 feet southerly therefrom; thence northerly on the east line of lots 50 to the northeasterly line of lot 50; thence northwesterly on the line between lots 49 and 50 to the point of beginning, said exception as recorded in Book Y, page 276, deed records, Skamania County, Washington. Also including in this agreement a five foot right of way and easement on the southerly five feet of the northerly 25 feet of lot 11, Washougal Riverside Tracts as described in Book Y, Page 236 Deed records of Skamania County, Washington. said 5 foot right of way to be a perpetual easement from the road to the center of the river for ingress and egress and the right to build and maintain steps thereon. The intent is to convey only the rights the seller may have to the above described 5 foot right of way to be used jointly by Elmer F. McDaniels and Anna E. McDaniels, their heirs and assigns and Helen L. Langsev, her heirs and assigns.



It is agreed the purchaser has the right to skip one principal payment a year after the first regular payment and interest has been paid providing the interest is paid each six months. and should this contract be sold or assigned to other parties the interest rate shall be 6% from date of assignment. The purchaser also assumes all liability for damages to persons and property to the above described property after date of this contract.

On completion of the payments as provided in this contract the party of the first part agrees to deliver to the party of the second part a warranty deed according to the wording of this contract.

in Skamania County, State of Washington, with the appurtenances thereunto belonging, on the following terms:

The total purchase price of the said land is One-thousand Dollars

Dollars (\$ 1000.00)
of which the sum of Fifty- Dollars (\$ 50.00)

has this day been paid as earnest, the receipt whereof is hereby acknowledged by said parties of the first part:

less a certain mortgage of Dollars (\$)

and the balance of nine-hundred and fifty Dollars (\$ 950.00)

to be paid in the amounts and at the times stated as follows: first regular payment due Apr. 1, 1961
of \$150.00 plus interest at 5% on unpaid balance. A like payment to be paid the each
six months thereafter until the purchase price has been paid.

with interest on all deferred payments, to be computed from the date of this agreement at the rate of 5 per cent per annum, and to be paid on each principal paying date.

It is agreed that the second part Y shall have possession of said property from August 1, 1960, provided that all the terms and conditions of this agreement are fully complied with.

Second parties agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Second parties agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than five-hundred dollars (\$ 500.00)

That in case the second parties shall fail to make the payments as set forth in this agreement or any of them punctually and upon the terms and at the times specified, the first parties may at their option declare such a forfeiture by written notice to the second parties and at the expiration of thirty days this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by the second party. The first parties may then take possession and re-enter into the said premises and the second parties shall forfeit to the first parties liquidated damages, all payments made hereunder.

~~A copy of this contract with a good and sufficient Warranty Deed conveying the said property to second parties shall be placed and held in escrow by the as Escrow Agents, to receive moneys under the terms of this agreement and to issue receipts therefor and upon final payment to deliver said escrow papers to second part, as provided.~~

~~It is agreed that escrow fees hereunder shall be equally divided between the parties.~~

~~Time is the essence of this agreement.~~

~~Dated at _____, the day and year first above written.~~

Elmer F. McDaniel

Adele M. Ambler

Anna E. McDaniel

L.B. Ambler

~~We, the undersigned, have carefully read the above written agreement, and agree that every stipulation is according to our instructions, and we hereby understand and agree that the~~

~~is released from any and all claims whatsoever that may be made upon it, except as to the delivery of money and papers as escrow agents.~~

STATE OF WASHINGTON,

SS. (INDIVIDUAL ACKNOWLEDGMENT)

County of CLARK

I, JEFFERSON D. MILLER, Notary Public in and for the State of Washington,

do hereby certify that on this 26 day of August, 1960, personally

appeared before me D. B. AMBLER, ADELLE M. AMBLER, ELMER F. McDANIELS and ANNA E. McDANIELS

to me known to be the individual S described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 26 day of August, 1960.

Notary Public in and for the State of Washington, residing at Camas in said County.

ASSIGNMENT

FOR AND IN CONSIDERATION OF Dollars

do hereby assign and transfer all right, title and interest in the within-named premises to who hereby assumes all its obligations, and to whom, when the conditions of this Agreement have been fulfilled, the Deed shall issue instead of to me. Dated at this day of, 19

Witness Signed (SEAL) (SEAL)

No. CONTRACT OF SALE FROM D.B. Ambler et al TO Elmer F. McDaniel et al STATE OF WASHINGTON COUNTY OF SKAMANIA I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY AT PAGE 440 WAS RECORDED IN BOOK 447 BY OF RECORDS OF SKAMANIA COUNTY, WASH. BY Deputy

REGISTERED	5
INDEXED: DIR.	
INDIRECT:	
RECORDED:	
COMPARED	
MAILED	

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