

CONTRACT OF SALE FOR REAL AND PERSONAL
PROPERTY

THIS CONTRACT OF SALE mad and entered into this 10th day of November, 1960 by and between ANGELO MENI and MARGARET MENI, husband and wife, hereinafter called the Seller, and FRANK SCHARLEPP and JOHANNA SCHARLEPP, husband and wife, hereinafter called the Purchaser;

W I T N E S S E T H:

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, State of Washington:

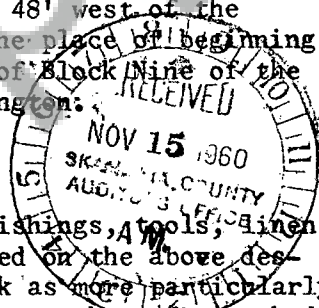
REAL PROPERTY

Beginning at a point 200 feet due west of a round hub placed at an angle point in the northerly line of the Spokane, Portland & Seattle Railway Company's right of way north 09° 05' east 200 feet from station 2042+23.4 of the survey locating the center line of said right of way, said round hub being 997.92 feet south and 2035.5 feet west from the northeast corner of Section 21, Township 2 North, Range 7 E. W. M.; and running thence south 00° 48' east to the north line of 200 foot right of way of said railway; thence westerly along said north line to a point that is 250 feet west of the line last above described; thence north 00° 48' west to the southerly line of the Evergreen Highway; thence easterly along the southerly line of said highway to a point that is north 00° 48' west of the place of beginning; and thence south 00° 48' east to the place of beginning; said tract being designated as Lots 6, 7, 8, 9 and 10 of Block Nine of the unrecorded plat of the Town of North Bonneville, Washington.

PERSONAL PROPERTY

All of the furniture, fixtures, appliances, cabin furnishings, tools, linen, floor coverings and miscellaneous cabin supplies located on the above described premises known as the A & M Motel & Trailer Park as more particularly identified and including the items listed on the inventory thereof attached hereto and marked "Exhibit A".

On the following terms and conditions: The Purchase price for the above described real and personal property is Eleven Thousand and No/100 (\$11,000.00) 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 Six Thousand and No/100 (\$6,000.00) Dollars in monthly installments of One Hundred and No/100 (\$100.00) Dollars, or more, commencing on the first day of December, 1960, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have



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been paid. The said monthly installments include interest at the rate of six (6%) per-cent per annum computed on the monthly balances of unpaid purchase price. 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 the purchase price together with interest then due. The aforementioned monthly installments shall be paid to the Seller by deposit in the savings account maintained in the name of Angelo and Margaret Meni at the Bank of America in Santa Cruz, California.

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 \$7,500.00 conveying the above described real property subject only to the acts and omissions of the Purchaser under this contract, and to make, executed and deliver to the Purchaser a warranty bill of sale transferring the title to the above described personal property; (2) to provide the Purchaser with a Title Policy in the usual

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form insuring the Purchaser in the sum of \$7,500.00 and showing title in the Seller free and clear of encumbrances; (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 November 15, 1960.

And it is further mutually agreed that \$7,500.00 of the said purchase price shall be the consideration for the said real property and \$3,500.00 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 replace any of the articles of personal property described herein.

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

The Seller represents to the Purchaser that all real and personal property taxes for the year of 1960 and all prior years have been paid in full.

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IN WITNESS WHEREOF the parties to this contract have executed this agreement
this 10th day of November, 1960.

Angelo Meni
Margaret M. Meni
SELLER

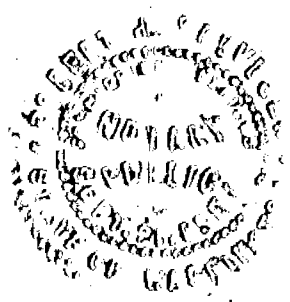
Frank Scharlepp
Johanna Scharlepp
PURCHASER

STATE OF WASHINGTON)
) ss:
County of Skamania)

On this day personally appeared before me Angelo Meni and Margaret Meni, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed 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 10th day of November, 1960.

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



INVENTORY OF PERSONAL PROPERTY

Contents of Cabin No. 1:

Philco Cabinet T. V. and radio
 Philco Refrigerator
 Thermidor electric range & trash burner
 Wood heater, 5 pc chrome dinette set
 Light oak desk set and reading lamp
 2-end tables, 1-magazine rack
 Sewing cabinet, mirror and book shelf
 3 pc sectional and foot stool
 3pr drapes, 3 pr curtains, 10 rugs
 linoleum floor coverings
 Chest of drawers, bed, springs & mattress
 2-night stands, clothes hamper, cannister set

Contents of Cabin No. 5:

2 beds, 2 springs, 2 mattresses
 Dressing table, chair, dresser, chest of
 drawers, 2 end tables, 2 smoking stands,
 mirror, Plastic covered chair
 2 pc Chesterfield set and covers
 Library table, chair, oil heater
 Wood stove, ~~2 hot plates~~ *AP*
 Electric refrigerator
 5 pc chrome dinette set
 Lamp, 6 blankets, 2 spreads, 4 pillows
 4 pr drapes, 4 pr curtains

Contents of Cabin No. 2:

Bed, springs, mattress, dresser and mirror
 2-chairs, table, lamp
 Dinette table with 2 chairs
 Refrigerator, Butane stove, oil heater
 1 pr drapes, 4 pr curtains, 3 rugs
 Blankets, spread, pillows, mattress cover

Contents of Cabin No. 6

Bed, springs, mattress and cover
 Night stands, chest of drawers
 Mirror, 3 pr curtains, 2 blankets
 2 pillows, and spread
 Wood stove, kitchen table, 2 chairs
 Electric hot plate

Contents of Cabin No. 3:

Bed, springs, mattress, dresser and mirror
 Rocking chair, chair, table, and lamp
 Kitchen table with 2 chairs
 Electric hot plate, wood stove, oil heater
 Refrigerator, linoleum on all floors
 1 pr drapes, 1 pr curtains

Contents of Utility Room

Magtag washer
 Ironing board, wood stove,
 45 gal water heater
 90 gal water heater
 Roll away single bed

Contents of Cabin No. 4:

Bed, springs, mattress, night stand
 Chest of drawers, dressing table and chair
 Lamp, table, 2 chairs
 Bed chesterfield and cover
 Heater, wood stove,
 Kitchen table and 3 chairs
 Electric refrigerator, and hot plate
 3 blankets, spread, 2 pillows

The following described tools and
linen on the premises:

2 garden hose, 1 wheel barrow
 2 step ladders, 2 rakes, 1 hoe, 2 shovels
 pitch fork, 2 wood axes, hammer
 24 sheets, 24 slips, 27 towels, 31 hand
 towels; 21 wash cloths, 3 scatter rugs,
 12 dish clothes, 13 pillows, and 2 blankets

EXHIBIT A

Contract dated November 10, 1960
 Angelo Meni et ux to Frank Scharlepp et ux

No.

3232

TRANSACTION EXCISE TAX

NOV 15 1960

Amount Paid *75.00**Michael M. O'Donnell*

Skamania County Treasurer

By

Angelo Meni
Margaret M. Meni
Frank Scharlepp
Johanna Scharlepp