

CONTRACT OF SALE FOR REAL AND PERSONAL  
PROPERTY

THIS CONTRACT OF SALE made and entered into this 1st day of March, 1961, by and between ORIN T. ANKENBAUER and MAYBELLE ANKENBAUER, husband and wife, hereinafter called the Seller, and JAMES E. MORRIS and ESTHER S. MORRIS, husband and wife, hereinafter called the Purchaser;

## WITNESSETH:

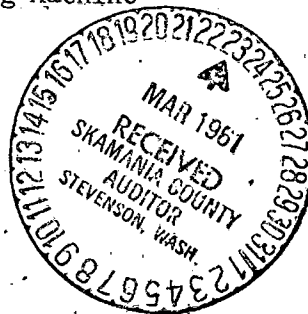
The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase of the Seller the following described real and personal property with the appurtenances, situate in Skamania County, State of Washington:

Beginning at a point 200 feet due west of a round hub placed at an angle point in the northerly line of the S. P. & S. Railway Company's right of way north  $09^{\circ} 05'$  east 200 feet from Station 2042+2314 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.; thence north  $00^{\circ} 48'$  west to the southerly line of the Evergreen Highway; thence following the southerly line of the Evergreen Highway easterly to a point which is north  $00^{\circ} 48'$  west of a point 50 feet due east of the round hub above mentioned thence south  $00^{\circ} 48'$  east to the northerly line of the 400 foot right of way of the S. P. & S. Railway Company; thence westerly along the northerly line of the said 400 foot right of way to the round hub above mentioned; thence south  $00^{\circ} 05'$  west 100 feet to angle point in the north line of the S. P. & S. Railway Company's right of way; thence westerly along the northerly line of the 200 foot right of way of said S. P. & S. Railway Company to a point which is south  $00^{\circ} 48'$  east of the point of beginning; thence north  $00^{\circ} 48'$  west to the point of beginning; said tract being designated as the westerly 50 feet of Lot 1 and Lots 2, 3, 4 and 5 of Block Nine of the unrecorded plat of North Bonneville, Skamania County, Washington.

## PERSONAL PROPERTY

All of the furniture, fixtures and cabin furnishings and supplies now on the above premises known as the "Owl Court", except those owned by tenants in occupancy of Cabin No. 4 and Cabin No. 8; and including the following appliances and fixtures:

- |                                    |                                   |
|------------------------------------|-----------------------------------|
| 1 - Calorie Gas Range              | 1 - General electric Refrigerator |
| 1 - Elecomaster electric Range     | 2 - Frigidaire Refrigerators      |
| 1 - Montgomery Ward electric Range | 1 - Stewart & Warner Refrigerator |
| 1 - A and B electric Range         | 1 - Westinghouse Refrigerator     |
| 1 - Monarch electric Range         | 1 - Neon Sign                     |
| 1 - Sparks oil Heater              | 1 - Washing Machine               |
| Oil Barrels                        |                                   |



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On the following terms and conditions: The Purchase price for the above described real and personal property is Fifteen Thousand Five Hundred (\$15,500.00) Dollars of which Two Thousand and No/100 (\$2,000.00) 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 Thirteen Thousand Five Hundred and No/100 (\$13,500.00) Dollars in monthly installments of Seventy-Five and No.100 (\$75.00) Dollars, or more, commencing on the fifteenth day of March, 1961, and on the fifteenth 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 (6%) per-cent per annum computed from February 15, 1961, on the monthly balances of the 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 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.

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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 \$14,500.00 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) to provide the Purchaser with a purchaser's policy of title insurance in the usual form insuring the Purchaser in the sum of \$14,500.00 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 immediately.

And it is further mutually agreed that \$14,500.00 of the said purchase price shall be the consideration for the said real property and \$1,000.00 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. Real and personal property taxes for 1961 shall be pro-rated between the Seller and the Purchaser as of February 15, 1961. The personal property which is the subject matter of this contract may be replaced by the Purchaser with appliances or furniture of equal value, providing however that such replacements shall be paid for in full; and it is agreed by the Purchaser that such replacements, if made, shall become subject to the terms and conditions of this contract. This contract shall not be assigned without the express written consent of the seller, and any purported assignment thereof without such consent shall be null and void.

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

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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.

IN WITNESS WHEREOF the parties to this contract have executed this agreement this 22<sup>nd</sup> day of March, 1961.

No. 3337  
**TRANSACTION EXCISE TAX**  
 MAR 23 1961  
 Amount Paid \$45.02  
 Michael G. Daniel  
 Skamania County Treasurer  
 By .....

Orin T. Ankenbauer  
Maybelle Ankenbauer  
 SELLER

James E. Morris  
Esther S. Morris  
 PURCHASER

STATE OF WASHINGTON )  
 ) ss.  
 County of Skamania )

On this day personally appeared before me Orin T. Ankenbauer and Maybelle Ankenbauer, 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 22<sup>nd</sup> day of March, 1961.

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