

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 5th day of April, 1967, by and between William P. Anderson and Eileen Anderson, husband and wife, hereinafter referred to as the Sellers, and Cecil C. Jones and Clarice R. Jones, husband and wife, hereinafter referred to as the Purchasers, WITNESSETH:

The Sellers hereby agree to sell, and the Purchasers hereby agree to purchase all the following described real property situate in Skamania County, Washington, to-wit:

All that portion of the Northwest Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, lying on the northerly side of State Road No. 8, except 20 feet off the west side thereof, county road, and right of way for easement conveyed to the Northwestern Electric Company.

The purchase price agreed to be paid for said real property (including certain fixtures and equipment) is the sum of \$16,000.00, of which the sum of \$4600.00 has been paid, receipt whereof is hereby acknowledged, leaving a balance of \$11,400.00 to be paid in the following manner: \$5400.00 plus accrued interest on January 2, 1968, and the balance of \$6000.00 to be paid in monthly installments of \$150.00 per month beginning February 1, 1968, and a like amount payable on the first day of each and every month thereafter until the whole sum shall be paid in full. The unpaid balance shall bear interest at 5% per annum, and all of the above mentioned payments shall be applied first upon the interest and the balance upon the principal. The Purchasers shall have the right to make additional payments upon this contract at any time.

The Purchasers shall be entitled to possession of the premises forthwith, subject to the existing leasehold interest, and any loss or destruction of the premises after the date of this agreement shall not relieve them of their obligation to pay the full purchase price.

The Purchasers agree to pay their pro rata share of the 1967 real

property taxes and all other taxes and assessments hereafter assessed or levied against the said real property promptly before the same become delinquent. It is also understood between the parties that the personal property tax will be determined between them and pro rated at this time.

The Purchasers agree to keep the improvements upon said premises insured against loss by fire with a good and reliable insurance company satisfactory to the Sellers to the full insurable value thereof, or in an amount equal to the unpaid balance hereon, with loss, if any, payable to the Sellers as their interest may appear.

The Purchasers agree not to permit, suffer or allow strip or waste of the premises and to maintain the improvements thereon in their present condition, subject only to reasonable wear and tear and damage by the elements.

It is understood that the Purchasers have inspected the premises and accept the same in their present condition; that there are no warranties or representations with respect thereto, either express or implied, except as herein stated.

This contract shall not be assigned without the written consent of the Sellers being first obtained. The Sellers agree, however, to consent to the assignment to any person of good moral character and financial standing.

Within a reasonable time after the execution of this agreement, but not to exceed thirty days, the Sellers agree to provide the Purchasers with a title insurance policy showing an insurable title of record, subject only to the contract right of the Sellers, said policy being what is known as a "purchasers' policy".

It is agreed between the parties that in addition to the real property above described, there is included in this sale the furniture, fixtures and equipment located in the store building and living quarters on the premises being sold, known as Skamania General Store, including, but not limited to the following items:

1. Meat case
2. Small black freezer
3. Scales
4. Meat slicer
5. Adding machine
6. Hamburger grinder
7. Record case
8. Cash Register
9. Gas Pumps
10. Walk-in cooler and equipment
11. All Counters, shelves, and display cases
12. Portable air compressor

It is understood between the parties that the down payment includes payment in full for the said personal property, and within a reasonable time after the execution of this agreement, but not to exceed thirty days, a good and sufficient Bill of Sale will be given conveying full legal title to said personal property to the Purchasers.

Upon compliance with all the terms and conditions of this agreement, including full payment of the purchase price, the Sellers agree to convey said property to the Purchasers by good and sufficient Warranty Deed with the necessary documentary stamps thereto affixed, said deed to be subject only to liens or encumbrances, if any, suffered or permitted by or through the Purchasers after the date of this agreement.

Time and exact performance are of the essence of this agreement, and in the event of the failure of the Purchasers to make any payment or keep any covenant herein provided for, if said default continues for more than ten days after notice in writing is given the Purchasers at their last known address, this contract may be forfeited and terminated at the option of the Sellers and they may immediately reenter and repossess the premises, retaining all parts of the purchase price paid as compensation for the use of the premises and as liquidated damages for the breach of this agreement. No waiver by the Sellers of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this date first above written.

William B. Anderson

Eileen D. Anderson
Sellers.

Sellers.

Deed Jones

Charice R. Lewis

Purchasers.

5427
TRANSACTION EXCISE TAX

APR 19 1967

APR 19 1967

Amount Paid ^{\$}16.00

Michael O'Connell
Stamania County Treasurer

Skamania County Treasurer

By

STATE OF OREGON)

§ 5.

County of Clackamas)

On this day before me personally appeared William P. Anderson and Eileen Anderson, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 2 day of April,

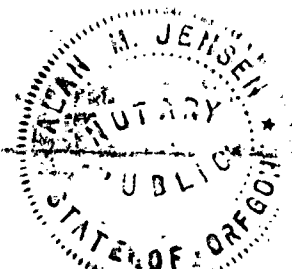
1967.

Alan M. Jensen

Notary Public for Oregon,
residing at *Wemme, Ore*

residing at Wenatche, Oregon

My commission expires 4-19-67



Red Hall, Attorney at Law,
217 Adams Bldg., 1105 Broadway
Vancouver, Wn. 98660