

97645

BOOK 83 PAGE 403

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 4th day of May, 1984, by and between Robert L. DeVilliers and Lillian M. DeVilliers, husband and wife, hereinafter referred to as Sellers, and William C. Brady, a single man, hereinafter referred to as Purchaser, WITNESSETH:

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

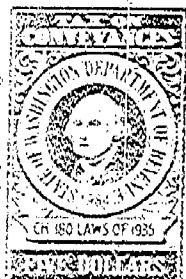
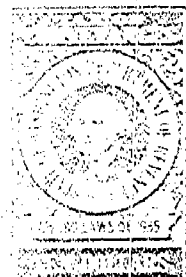
Lot 4, as described in and delineated in SHORT PLAT recorded under Auditor's File No. 91417, in Book 2 of Short Plats, at page 190-A, being that portion of the West Half of the East Half of the Northeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

That portion of the West half of the East half of the Northeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, lying South of Archer Mountain Road.

EXCEPT beginning at the Southeast corner of said West half of the East half of the Northeast quarter of the Northeast quarter; thence North 3°12'12" East, along the East line thereof, 918.45 feet; thence North 88°46'28" West, parallel with the South line of said West half of the East half of the Northeast quarter of the Northeast quarter, 328.98 feet to the West line thereof; thence South 3°00'42" West, along said West line, 918.35 feet to the Southwest corner of said West half of the East half of the Northeast quarter of the Northeast quarter; thence South 88°46'28" East, along the South line of said West half of the East half of the Northeast quarter of the Northeast quarter, 325.91 feet to the TRUE point of beginning hereof.

TOGETHER WITH an easement 60 feet in width for ingress, egress and utility purposes following existing gravel road known as Archer Mountain Road to Duncan Road as per instrument recorded in Book 73 of Deeds, page 410, records of said County.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities over, under and across a strip of land 60 feet in width lying 30 feet to each side of the following described centerline:



- 1 -

MAY 2 1984
Amount Paid 160.50
Skamania County Treasurer
29 Second Street, Walla Walla, WA 99055

A portion of the East half of the Northeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a one-half inch iron rod at the Northeast corner of Section 32; thence North $88^{\circ}48'42''$ West along the North line of the Northeast quarter 330.32 feet to the Northwest corner of the East half of the East half of the Northeast quarter of the Northeast quarter of Section 32, and the TRUE point of beginning of this centerline description; thence South $3^{\circ}12'12''$ West along the West line thereof, 482.50 feet; thence along the arc of a 100 foot radius curve to the right for an arc distance of 64.22 feet; thence South $40^{\circ}00'00''$ West 10.83 feet; thence along the arc of a 100 foot radius curve to the left for an arc distance of 86.71 feet; thence South $09^{\circ}41'00''$ East 36.56 feet; thence along the arc of a 30 foot radius curve to the right for an arc distance of 56.95 feet; thence North $80^{\circ}55'00''$ West 129.51 feet; thence along the arc of a 100 foot radius curve to the right for an arc distance of 26.12 feet; thence North $65^{\circ}57'00''$ West 22.87 feet; thence along the arc of a 40 foot radius curve to the left for an arc distance of 77.52 feet; thence South $03^{\circ}11'42''$ West parallel with and 30 feet East of the West line of said East half of the Northeast quarter of the Northeast quarter, 210.34 feet; thence along the arc of a 100 foot radius curve to the left for an arc distance of 33.62 feet; thence South $16^{\circ}15'00''$ East 13.24 feet; thence along the arc of a 75 foot radius curve to the left for an arc distance of 62.51 feet; thence South $64^{\circ}00'00''$ East 65.11 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 133.37 feet; thence North $85^{\circ}26'00''$ East 55.10 feet to the terminus of said centerline at a point which bears South $20^{\circ}28'09''$ West 1112.22 feet from a one-half inch iron rod at the Northeast corner of Section 32.

PRICE AND PAYMENT: The purchase price agreed to be paid for the said real property is the sum of \$15,000.00, of which the sum of \$1,000.00 has been paid, receipt whereof is hereby acknowledged, leaving a balance of \$14,000.00 to be paid in the following manner: \$150.00 on the 1st day of June, 1984, and a like amount 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 the rate of 13% per annum, commencing with the date of this agreement. All payments made shall be applied first upon the interest and the balance upon the

principal. Purchaser shall have the right to make additional payments upon this contract at any time.

PURCHASER'S POSSESSION: Purchaser shall be entitled to possession of the premises forthwith and any loss or destruction of the premises after said date shall not relieve Purchaser of his obligation to pay the full purchase price.

TAXES AND ASSESSMENTS: Purchaser agrees to pay his pro-rata share of the 1984 real property taxes prorated as of the date hereof, and all other taxes and assessments hereafter levied or assessed against the said property promptly and before the same become delinquent.

INSPECTION: Purchaser acknowledges that he has inspected the premises, knows the condition thereof, and that there are no warranties or representations with respect thereto, either express or implied, except as herein stated.

CARE OF PREMISES: Purchaser agrees to take good and proper care of the premises, not to permit, suffer or allow strip or waste of the same.

ASSIGNMENT OF CONTRACT: Purchaser shall not sell, assign or transfer all or any portion of the above described real property without first obtaining the written consent of the Sellers. Written consent by Sellers herein to any sale, assignment or transfer in one instance does not waive the requirement of the Purchaser or his successors in interest to obtain Seller's consent to any further sale, assignment or sublease or transfer of the above described property. Sellers agree, however, that they will consent to the assignment of the contract to any person of good moral character and financial standing as determined by them.

SELLERS' CONVEYANCE TO PURCHASER: Upon compliance with all terms and conditions of this contract, including full payment

of the purchase price, Sellers agree to convey the real property herein described to the Purchaser by good and sufficient Warranty Deed, said deed to be subject only to liens and encumbrances, if any, suffered or permitted by or through the Purchaser subsequent to the date of this agreement.

DEFAULT CONDITIONS: Time and exact performance are of the essence of this agreement, and in the event of the failure of the Purchaser to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner required, the Sellers may elect to declare all of the Purchaser's rights hereunder terminated and upon their so doing, all payments made by the Purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to reenter and take possession of the property and no waiver by the Sellers of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

SELLERS' ADDITIONAL REMEDIES: As an alternative to other Sellers' remedies, in the event of Purchaser's default, Sellers may elect to declare the entire balance of purchase price immediately due and payable and commence action to recover the same.

NOTICE CONDITIONS: Service upon the Purchaser of all demands, notices and other papers with respect to forfeiture and termination of Purchaser's rights may be made by United States mail, postage prepaid, return receipt requested, directed to the Purchaser at his address last known to Sellers.

LEGAL ACTION: Upon Sellers election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, it is agreed that the prevailing party shall be entitled to a reasonable attorneys fee and all costs and expenses in connection with such suit, which sum shall be

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included in any judgment or decree entered therein.

If the Sellers bring suit to procure an adjudication of the termination of Purchaser's rights hereunder and judgment is so entered, Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of the title.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

SELLERS:

Robert L. Devilliers

Lillian M. Devilliers

PURCHASER:

William C. Brady

STATE OF WASHINGTON)
County of Clark)

On this day before me personally appeared Robert L. Devilliers and Lillian M. Devilliers, husband and wife, to me known to be the same persons named in the Contract of Sale of Real Property and who executed the within and 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 official seal this 4th day of May, 1984.

Notary Public for Washington
Residing at Vancouver, therein.

HALL & HOLLAND
Attorneys at Law
1109 Broadway
Vancouver, WA 98660