

99805

BOOK 84 PAGE 582

21373

SK-13751

REAL PROPERTY SALES CONTRACT

03-10-21-2-3-0112-00

THIS CONTRACT made this 28th day of May, 1985, between
 GEORGE OGDEN, Jr. and BETTY J. OGDEN, husband and wife, after
 June 1, 1985, of 11261 E 39th, Yuma, Arizona 85365, as Sellers,
 and MARGIE C. CHERRY, Trustee and DAVID ^D CHERRY, Trustee as *SPG*
 TTEES UTA dated 11/23/81 FBO _____, of
 Star Route, Box 122, Underwood WA 98651, as Buyers, with all tax
 statements to be sent to this address of buyers until a change
 is requested;

WITNESSETH: That in consideration of the purchase
 price and agreements herein, sellers agree to sell to buyers
 and buyers agree to purchase that real property in Skamania
 County, Washington, described in the attached "EXHIBIT A", for
 the purchase price of ONE HUNDRED TEN THOUSAND (\$110,000.00)
 DOLLARS, buyers jointly and severally promise and agree to pay
 in the following manner:

- a. Earnest money of One Thousand (\$1,000.00)
 Dollars heretofore paid;
- b. Further sum of Seventy Nine Thousand
 (\$79,000.00) Dollars on the execution of
 this contract;
- c. The remaining balance of Thirty Thousand
 (\$30,000.00) Dollars, together with interest
 from June 1, 1985, on all unpaid balances as
 the same may from time to time exist at the
 rate of ELEVEN (11) percent. per annum in monthly
 installments of not less than Four Hundred Thirteen Dollars and
 Twenty Five (\$413.25) Dollars each to be applied
 first to interest then due (interest due monthly)
 and the remainder to the reduction of principal, with
 the first payment of not less than \$413.25 to be made
 on or before the 1st day of July, 1985, and a like
 payment of not less than \$413.25 on or before the 1st
 day of each and every month thereafter until the
 entire amount due hereon, both principal and interest,
 has been paid in full;

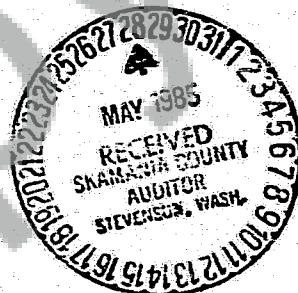
and in addition thereto the parties agree:

PREPAY PRIVILEGES: Buyers shall have the privilege of increasing
 any installment or prepaying the whole consideration at any time;
 provided that no additional payments shall be credited as regular
 future payments nor excuse buyers from making the regular installments
 provided for in this contract.

TAXES: All current taxes levied against the above described
 property for the current year shall be prorated between sellers
 and buyers as of the 31st day of May, 1985. Buyers agree

LAW OFFICES
 PARKER, ABRAHAM, BOWE,
 JAQUES & BLAKELY
 HOOD RIVER, OREGON 97031
 PHONE 386-1411

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Transaction in compliance with County sub-division ordinances.
 Skamania County Assessor - By: *LLD*

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X

to pay all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the property.

INSURANCE: Buyers agree to keep all insurable buildings on said premises insured against loss by fire or other casualty with extended coverage clause attached to said policy in an amount not less than 75% of the full insurable value thereof in some fire insurance company doing business within the state of Washington with loss payable to the parties hereto as their interests may appear at the time of loss. Buyers promise and agree to promptly deliver the fire insurance policy or certificate thereof to sellers prior to the termination of any existing policy so that there will be no lapse of insurance coverage. If the present fire insurance policy is continued buyers will promptly pay in addition to the purchase price the prorated unused portion of the insurance premium as of the date of possession.

POSSESSION: Buyers shall be entitled to possession of the premises as of the 31st day of May, 1985.

IMPROVEMENTS, ALTERATIONS AND REPAIRS: Buyers agree that all improvements now located or which shall hereafter be placed on the premises, shall remain a part of the real property and shall not be removed, nor shall any alterations be made thereto, at any time prior to the expiration of this agreement without the written consent of sellers. Buyers shall not commit or suffer any waste of the property, or of any improvements hereon, and shall maintain the property, and all improvements now or hereafter placed thereon, in good condition and repair.

TITLE EVIDENCE: Sellers shall furnish at their expense a purchasers' title insurance policy in the amount of the purchase price within 30 days from the closing of this transaction insuring buyers against loss or damage sustained by them by reason of the unmarketability of sellers' title, or liens or encumbrances thereon, excepting the exceptions shown in the attached "EXHIBIT A" and the usual printed exceptions in such title insurance policies.

DELIVERY OF DEED: Upon payment of the entire purchase price for the property and performance by buyers of all other terms and conditions and provisions hereof, sellers shall forthwith deliver to buyers a warranty deed conveying said property free and clear of all liens and encumbrances, except as herein provided and those placed upon the property or suffered to come thereon by buyers after this date.

REPRESENTATIONS: Buyers certify that they have accepted and entered into this contract on the basis of their own examination and personal knowledge of the premises and their opinion of the value thereof; that no attempt has been made to influence their judgment and no representation as to the applicability of laws and regulations of any public authority affecting the premises and the use thereof, conditional or otherwise, has been made by sellers or by any agent of sellers; that no representations as to the condition or repair of said premises have been made by sellers or by any agent of sellers; that no agreement or promise to alter, repair, or improve said premises has been made by sellers or by any agent of sellers; and buyers take said property and the improvements thereon in the condition existing at the time of this agreement.

The buyers agree that a full inspection of the premises has been made and that neither the sellers nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenants or agreements relied upon is in writing and is attached and made a part hereof.

LAW OFFICES

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. BUYERS SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The buyers have been informed and hereby acknowledge that the firm of PARKER, BOWE, JAKUES & BLAKELY is acting as the attorney for the sellers and is not in any manner representing the interest of the buyers or giving legal advice to buyers in connection with this contract of sale.

WAIVER: Failure by sellers at any time to require performance by buyers of any of the provisions hereof shall in no way affect the sellers' rights hereunder to enforce the same, nor shall any waiver of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

SUCCESSOR INTERESTS: The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

ATTORNEY FEES: In case litigation is instituted arising directly or indirectly out of this contract, the prevailing party shall be entitled to reasonable attorney fees upon trial or any appeal.

DEFAULT PROVISIONS: In the event the buyers shall fail to perform any of the terms of this agreement time of payment and performance being of the essence, sellers shall, at their option, subject to the requirements of notice as herein provided, have the following rights:

(a) To declare forfeiture by written notice to the buyers, and at the expiration of thirty days thereafter 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 buyers. In such event and upon sellers doing so, all payments made by the buyers hereunder and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages and the sellers shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration of forfeiture and cancellation may be made by registered mail to the buyers at the following address: Star Route, P O Box 122, Underwood, WA 98651, or such other address as the buyers shall indicate to the sellers in writing;

(b) To declare the full unpaid balance of the purchase price immediately due and payable and sue for specific performance;

(c) To sue for damages.

Any payments not paid when due and any advances made by sellers for liens, costs, water, rents, insurance premiums, taxes or other charges which the buyers are to pay and which buyers have not paid when due shall bear interest at the rate of one (1%) percent. per month from due date or from the date that the sellers have advanced such funds until the same are repaid without waiver, however, of any rights arising to the sellers for buyers breach of this contract.

TENANCY: Sellers take all payments coming due under the terms of this contract as joint tenants with the right of survivorship and not as tenants in common and in the event of the death of one of the sellers the survivor shall be entitled to all unpaid amounts coming due under the terms of this contract and to all other rights of the sellers herein and shall be obligated to give the deed mentioned above.

SMOKE DETECTOR: Sellers represent they have installed smoke detectors as required by law.

The undersigned acknowledge receipt of a copy of this contract before signing same.

WITNESS the hands and seals of the parties hereto the day and year first hereinabove written.

Margie C. Cherry trustee (SEAL)
Margie C. Cherry, Trustee

George Ogden, Jr. (SEAL)
George Ogden, Jr.

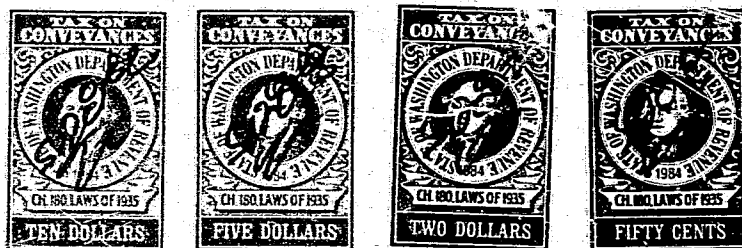
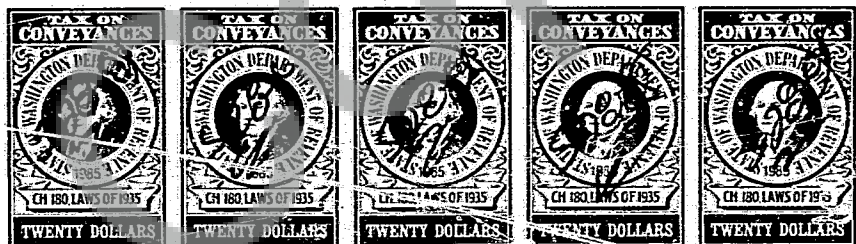
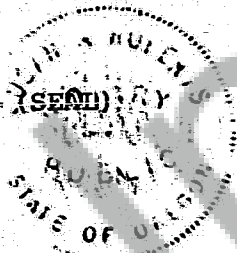
David D. Cherry Trustee (SEAL)
David D. Cherry, Trustee
Buyers

Betty J. Ogden (SEAL)
Betty J. Ogden
Sellers

STATE OF Oregon
County of Hood River ss.

The foregoing instrument was acknowledged before me this 28th day of May, 1985, by GEORGE OGDEN, Jr. and BETTY J. OGDEN..

Susan A. Roberts
Notary Public for Oregon
My commission expires: 3/27/85



STATE OF WASHINGTON }
COUNTY OF STEVENSON } ss.
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS FILED BY
SKAMANIA COUNTY TITLE CO.
OF STEVENSON, WA.
AT 3:15 P.M. MAY 28 1985
WAS ADOPTED BY 84
DEED 582
RECORDS OF SKAMANIA COUNTY WITH
Amelsson
DN 1985

21373

"EXHIBIT A"
OGDEN/CHERRY

Following described real property in the County of Skamania,
State of Washington:

Lots 8 and 9 of ORINGTON HEIGHTS, according to the official
plat thereof, on file and of record at page 146 of Book "A"
of Plats, records of Skamania County, Washington.

EXCEPT the South 44 feet of even width of said Lot 9.

SUBJECT TO AND EXCEPTING THEREFROM:

1. General taxes for the last half of 1985.
2. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.
3. A restriction that is unlimited by any period of time, that, neither that portion of Lot 9 conveyed, nor that portion of Lot 9 which has been retained will ever be used for residential or commercial purposes and will only be used for ingress and egress in compliance with state and local laws.
4. Easements for mains, laterals, pipelines and reservoirs of Public Utility District No. 1 of Skamania County, a municipal corporation.
5. Easement for pipeline, granted by Charles Graves, et ux., to J. W. Shipley and Harry J. Card, dated May 24, 1937, in Book 2 at page 407, Skamania County Deed Records. (Exact location not given)
6. Restrictive covenants, including the terms and provisions thereof, dated February 25, 1974, in Book 66 at page 306, Skamania County Deed Records, as amended by instrument recorded June 29, 1976, in Book 71 at page 162, Skamania County Deed Records.
7. Subject to a 20 foot set back line, as set forth in Restrictive Covenants as shown above.
8. That any roadway constructed across the above premises shall have installed and there shall be maintained thereafter with a hard dust free surface for the traveled portion of said roadway. That failure to maintain said hard dust free surface of the roadway shall give to the grantors, and their successors in interest to the lands to the North, in addition to any other rights they may have for a violation of this restriction, the right to bring such proceedings in law or equity to enforce this provision with all court costs and attorney fees to be paid by the party breaching this provision. This restriction runs with the lands being sold and for the benefit of the lands retained by the grantors to the North and will be in existence for a period of 25 years from date. Failure by grantors or their successors to enforce the same at any time shall not be deemed a waiver of the right to enforce the same for any later violation.
9. Subject to rights of way for road designated as Trillium Trail and Creighton Road.

PAID 1172.00
MAY 28 1985
REAL ESTATE EXCISE TAX
SKAMANIA COUNTY TREASURER

Margie C. Cherry Trustee
David D. Cherry Trustee
Buyers

George Ogden, Jr.
Betty G. Ogden
Sellers