

99624

BOOK 84 PAGE 839

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of July, 1985, by and between Barbara Osborne, a widow, and Coral Bell, a married woman acting in her separate capacity, hereinafter referred to as the "Sellers", and Roger D. Finckbone and Catherine E. Finckbone, husband and wife, hereinafter referred as the "Purchasers",

## WITNESSETH:

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

That portion of the South half of the Southeast quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, lying West of Skamania County Road No. 11130, also known as Mabee Mine Road.

SUBJECT TO easements of record.

PRICE AND PAYMENT: The purchase price agreed to be paid for the said real property is the sum of \$58,800.00 of which the sum of \$20,000.00 has been paid, receipt whereof is hereby acknowledged, leaving a balance of \$38,800.00, to be paid in the following manner: \$375.00 on the 15th day of August, 1985 and a like amount on the 15th day of each and every month thereafter until July 15, 1990, at which time the entire balance owing, both principal and interest, shall be paid in full. The unpaid balance shall bear interest at the rate of 10 per cent per annum commencing July 15, 1985 and the above mentioned monthly payments shall be applied first upon the interest and the balance upon the principal. Purchasers shall have the right to make additional payments upon this contract at any time.

PURCHASERS' POSSESSION: Purchasers shall be entitled to possession of the property July 15, 1985 and any loss or destruction of the

Transaction in compliance with County subdivision ordinance.  
Skamania County Assessor - By: *[Signature]*

Registered *[Signature]*  
Indexed, Dir *[Signature]*  
Indirect *[Signature]*  
Filed *[Signature]*  
X Mailed *[Signature]*

premises after that date shall not relieve Purchasers of their obligation to pay the full purchase price.

TAXES AND ASSESSMENTS: Purchasers agree to pay Purchasers' pro-rata share of the 1985 real property taxes, pro-rated as of July 15, 1985 and to pay all taxes and assessments hereafter levied or assessed against said property promptly and before the same become delinquent.

INSPECTION: Purchasers acknowledge that they have inspected the premises and know the condition thereof, and that there are no warranties or representations with respect thereto, either express or implied, except as herein stated.

NON-ASSIGNMENT: Purchasers shall not sell, assign, sublease or transfer all or any portion of the above described real property without first obtaining the written consent of the Sellers. The written consent of the Sellers to any sale, assignment, sublease, or transfer in one instance shall not waive the requirements of the Purchasers or their successors in interest to obtain the Sellers consent as to any further sale, assignment, sublease or transfer of said property.

SELLER'S CONVEYANCE TO PURCHASERS: Upon compliance with all the terms and conditions of this contract, including full payment of the purchase price, the Sellers agree to convey the real property herein described 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 subsequent to the date of this agreement.

TITLE INSURANCE POLICY: Sellers agree that within ten (10) days from date hereof, Sellers will provide the Purchasers with a proper title insurance policy showing marketable title of record in the Purchasers, subject to the contract right of the Sellers and subject also to any encumbrances presently existing and specifically identified herein, said policy being what is known as a "purchasers' policy".

DEFAULT CONDITIONS: 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 (10) days after notice in writing is given the Purchasers at the address last known to the Sellers, this contract may be forfeited and terminated at the option of the Sellers, and Sellers may re-enter and immediately 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.

NOTICE CONDITIONS: It is agreed that service of all demands or notices with respect to this contract are to be made by certified mail with return receipt requested, directed to the Sellers or the Purchasers at the last known address. The time specified in any notice shall commence to run from the date of the postmark.

LEGAL ACTION: In the event suit or action is brought to terminate this contract or to enforce any of the provisions hereof, the prevailing party shall be entitled to recover all costs, including title search costs, and expenses incurred in connection with said action, in addition to such sum for attorney fees as to the Court may seem



99624

just and equitable. If because of the failure of Purchasers to perform according to the terms and conditions herein, Sellers place this contract in the hands of an attorney, Purchasers agree to pay a reasonable attorney's fee.

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



SELLERS:

Barbara A. Osborne  
Cecil J. Bell

PURCHASERS:

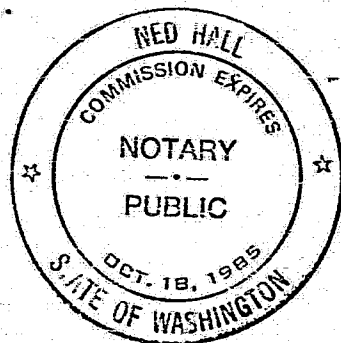
Roger Linckhorne  
Catherine E. Linckhorne



STATE OF WASHINGTON )  
 County of Clark ) ss.

and Cecil Bell a married woman acting in her separate capacity  
 On this day before me personally appeared Barbara Osborne, a widow, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged to me that she signed the same as their free and voluntarily act and deed for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 29<sup>th</sup> day of July, 1985.



Ned Hall  
 Notary Public for Washington  
 Residing at Vanouver, there in

10383

REAL ESTATE EXCISE TAX  
 JUL 23 1985

PAID 629.16  
Jack Wynn Dep.  
 SKAMANIA COUNTY TREASURER