

AGREEMENT FOR SALE OF CABIN

THIS AGREEMENT, made and entered into this 9th day of February, 1990, ~~December, 1989~~, between RAMONA McQUEEN, a single person, and JUNE McQUEEN, a single person, hereinafter called the "Seller" and SAM E. HUMPHREYS, a single person, and KIM REICHHELM, a single person, as joint tenants with rights of survivorship and not as tenants in common, hereinafter called the "Purchaser"

W I T N E S S E T H :

That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described frame structure, described as:

Cabin, together with all improvements now existing situate on the site known as Lot No. 10, Northwestern Lake, Northwest Quarter of Section 2, Township 3 North, Range 10 East, W. M., situate in Skamania County, Washington.

The terms and conditions of this agreement are as follows: The total purchase price shall be TWENTY-TWO THOUSAND Dollars (\$22,000.00), of which FIVE THOUSAND (\$5,000.00) Dollars has been paid. Purchaser agrees to pay the balance of the purchase price as follows:

TWO HUNDRED TWENTY-FOUR and 66/100 Dollars (\$224.66), on or before the 9th day of March, 1990, and continuing monthly on or before the same date thereafter until the entire outstanding balance of the purchase price shall have been paid in full. The outstanding balance of the purchase price shall at all times bear daily interest at the rate of Ten (10%) per cent per annum from the 9th day of February, 1990. From each such payment so made shall first be deducted interest due to date of payment and the balance thereof shall be applied in reduction of principal. The balance of this contract, both principal and interest, shall be paid in full within ten (10) years from the closing date of this contract.

Except as may be otherwise provided in any written agreement between the parties hereto which is intended to survive the execution of this agreement, the Purchaser hereby accepts the Cabin in the condition existing on the date of this agreement and confirms that neither the Seller nor any agent or representative of the Seller has given or made any warranty or representation whatsoever concerning the physical condition thereof or the uses or purposes to which the same may now or hereafter be placed; and, particularly, no

Registered
Indexed, Dir.
Indirect
Filed 2-21-90
Noted

REAL ESTATE EXCISE TAX

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PAID 281.60V. D. DePuy
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
By: 116 Parcel # 43-10-002-000-410

representation whatsoever concerning the P. P. & L. Lease transferability. The Purchaser further understands that a septic system cannot be installed on this cabin site.

All monthly payments shall be made at PO Box 333
White Salmon WA 98672 or at
 such other place as the Seller may direct in writing.

The Purchaser agrees to pay all taxes and insurance when due and to keep the frame structure fully insured for its replacement value and in a good state of repair and to permit no waste or damage to occur, ordinary wear and tear accepted. Purchaser further agrees that all Lease Payments due Pacific Power and Light Company for the real property upon which this cabin is situated shall be kept current and if such amounts are not paid and Seller is required to pay them, they shall be added to any sums due Seller herein. If any payments required to be made by Purchaser for taxes, insurance or the lease are delinquent, Seller may make such payments without waiving any of their other rights herein.

Time is of the essence of this agreement, and it is agreed that in case the Purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder or become more than two (2) months in arrears in their monthly payments at the time and in the manner herein required, the Seller may elect to declare all the Purchaser's rights hereunder terminated, and upon their doing so, all payments made by the Purchaser hereunder and all improvements placed upon the frame structure shall be forfeited to the Seller as liquidated damages, and the Seller shall have right to re-enter and take possession of the frame structure; and no waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default. Seller may also elect to re-possess said frame structure under the Uniform Commercial Code laws of the State of Washington or by judicial process.

Service upon Purchaser of all demands, notices or other papers with respect to forfeiture or repossession and termination of Purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the Purchaser at their address last known to the Seller.

Upon Seller's election to enforce any covenant of this agreement, including suit to collect any payment required hereunder, or if the matter is placed in the hands of an attorney for collection or enforcement, the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such enforcement activity, whether or not the matter is filed in court or proceeds to judgment, and such sums shall be included in any judgment or decree entered.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Seller:

Purchaser:

Ramona McQueen
RAMONA McQUEEN

SAM E. HUMPHREYS
KIM REICHHELM

JUNE McQueen
JUNE McQUEEN

STATE OF WASHINGTON)
County of Klickitat)

I certify that I know or have satisfactory evidence that RAMONA McQUEEN and JUNE McQUEEN, signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 22nd, 1989.

Karen Riebe
Notary Public for Washington
residing at Goldendale, therein.

My appointment expires: 6-15-93

~~MASSACHUSETTS~~
STATE OF WASHINGTON)
County of Hampden

I certify that I know or have satisfactory evidence that SAM E. HUMPHREYS and KIM REICHHELM signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

February 7
Dated: December 7, 1989.

Wayne M. Boylan
Notary Public for Washington ~~MASSACHUSETTS~~
residing at WESTFIELD, therein.
My appointment expires Sept. 16, 1995

FILED FOR RECORD
SKATEAN CO. WASH
BY MT. ADAMS TITLE

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AUDITOR
GARY H. OLSON