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CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 21 day of April, 1980, by and between ROBERT L. DEVILLIERS and LILLIAN M. DEVILLIERS, husband and wife, hereinafter referred to as Sellers, and TED AIKEN and NANCY AIKEN, husband and wife, hereinafter referred to 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:

The North 2 ^{7/-} 1/4 acres of the following described tract:

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.

EXCEPT that portion lying North of the South right-of-way line of Archer Mountain Road.

SUBJECT TO AND TOGETHER WITH 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:

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 1/2 inch Iron rod at the Northeast corner of Section 32; thence North 88°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 03°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°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°41'00" East 16.56 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°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°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°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°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°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°26'00" East 55.10 feet to the terminus of said centerline at a point which bears South 20°28'09" West 1112.22 feet from a 1/2 inch iron rod at the Northeast corner of Section 32.

EXCEPT that portion lying North of the South right-of-way line of Archer Mountain Road.

ALSO EXCEPT that portion lying South of the South line and the South line extended of the 2 1/4 acres above described.

PRICE AND PAYMENT: The purchase price agreed to be paid for the said real property is the sum of \$13,500.00 of which the sum of \$1,000.00 has been paid, receipt whereof is hereby acknowledged, leaving a balance of \$12,500.00 to be paid in the following manner: \$150.00 on the first day of July, 1980 and a like amount on the first day of each and every month thereafter until the whole sum required herein shall be paid in full. The unpaid balance shall bear interest at the rate of 12% per annum commencing the 1st day of July, 1980. All payments herein made 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.

PURCHASERS' POSSESSION: Purchasers shall be entitled to possession of the premises on the first day of July, 1980 and any loss or destruction of the premises after said date shall not relieve Purchasers of the obligation to pay the full purchase price.

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TAXES AND ASSESSMENTS: Purchasers agree to pay their pro-rata share of the 1980 real property taxes as of the 1st day of July, 1980 and all other taxes and assessments heretofore levied or assessed against the said property promptly and before the same become delinquent.

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

ALTERATIONS: Purchasers agree not to make any alterations or improvements on the property without the written consent of the Sellers being first obtained and further agree to take good and proper care of the premises and not to permit, suffer or allow strip or waste of the same. Provided Purchasers may make reasonable alterations which increase the fair market value of the premises without written consent.

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

TITLE INSURANCE POLICY: Sellers agree that within ten days from date hereof, they 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 "purchaser's policy".

SELLERS' CONVEYANCE TO PURCHASERS: Upon compliance with all of 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 and encumbrances, if any, suffered or permitted by and through the Purchasers 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 Purchasers 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 herein required, the Sellers may elect to declare all of the Purchasers' rights hereunder terminated and upon their so doing, all payments made by the Purchasers 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 re-enter and take possession of the property and 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: Service upon the Purchasers of all demands, notices or other papers with respect to forfeiture and termination of Purchasers' rights may be made by United States mail, postage prepaid, return receipt requested, directed to the Purchasers at their address last known to the Sellers.

LEGAL ACTION: Upon Sellers' election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the Purchasers agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit which sum shall be included in any judgment or decree entered in such suit.

If the Sellers bring suit to procure an adjudication of the termination of the Purchasers' rights hereunder and judgment is so entered, the Purchasers agree 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 at the date such suit is commenced which sum shall be included in any judgment or decree entered in such suit.

SHORT PLAT: This contract is subject to the required short platting of the property as may be required by Skamania County, Washington.

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

SELLERS:

Robert L. Davila

William M. Davillara

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PURCHASERS:

Robert L. Devilliers
Ted Aiken

Nancy Aiken
Nancy Aiken

STATE OF WASHINGTON)
County of Clark) ss

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 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 seal this 21 day of April, 1980.



Ned Hall
Notary Public for Washington
Residing at Vancouver, therein

No. 7513
TRANSACTION EXCISE TAX

MAY 2, 1980
Amount Paid \$125.00
Stamens County Treasurer
By [Signature]

PALL & HOLLAND
Attorneys at Law
1115 Broadway
Vancouver, WA 98660

ACKNOWLEDGMENT
(Individual)

STATE OF WASHINGTON

County of

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ss.

I, Parkey A. Lacey, Notary Public in and for the State of Washington,
residing at Princeton, do hereby certify that on this 28th
day of April, 1936, personally appeared before me
Ted Clark and Nancy Clark
to me known to be the individual described in and who executed the within instrument and
acknowledged that they signed and sealed the same as their free and
voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 28th day of April, 1936



Parkey A. Lacey
Notary Public in and for the State of Washington,
residing at Princeton