

Until a change is requested all tax statements shall be sent to the following address:

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Eunice DeCamp

FEB 11 2 42 PM '94

P. Lowry  
AUDITOR

GARY M. OLSON

After recording return to:

118733

BOOK 141 PAGE 426

**CONTRACT FOR SALE OF PERSONAL PROPERTY**

THIS AGREEMENT, made this 4 day of Feb, 1994, between Dee DeCamp and Eunice B. DeCamp, hereinafter collectively called Seller, and Timothy Hiller and Betty Hiller, hereinafter collectively called Buyer.

W I T N E S S E T H

That in consideration of the covenants herein contained and the payment to be made hereinafter set forth, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this contract, that certain personal property known as a recreational cabin and the associated lease (which are collectively referred to as "property" in this contract), and which is situated in Skamania County, Washington, and more fully described as follows:

Cabin site number 75 of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 8; Section 26, Township 7 North, Range 6 East, W.M., Skamania County, Washington, SUBJECT, however to an easement for right of way for access road acquired by the United States of America, United States Forest Service.

1. Price. The purchase price of the property which Buyer agrees to pay Seller shall be Forty-Eight Thousand and no/100 Dollars (\$48,000.00), and shall be payable as follows:

(a) \$25,000.00 in cash to be paid at closing, the receipt of which is hereby acknowledged.

(b) The balance of \$23,000.00 will be paid in full by Buyer on or before the third anniversary of the date of this contract. There shall be no specific payment schedule, but the balance shall be paid in full as set out above.

(c) Interest will accrue on the deferred balance of the purchase price at the rate of seven percent (7%) per annum beginning on the date of this contract, and will be brought current with any payment made on the balance.

(d) All, or any portion, of the purchase price may be paid at any time.

2. Possession. Buyer will be entitled to possession of the property on the recording of the contract plus one day, and may retain the possession as long as there is no default under the terms of this contract.

3. Bill of Sale. Upon payment of the balance of the purchase price for the property as provided herein and performance by Buyer

1 - Contract for Sale of Personal Property

Registered  
Indexed, Dir  
Indirect  
Filed  
Mailed

617010

REAL ESTATE EXCISE TAX

FEB 11 1994

PAID 617.40

SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor  
Parcel # 26-00025  
3-11-94

of all of the other terms, conditions and provisions hereof, Seller shall forthwith execute and deliver to Buyer a bill of sale conveying the property listed above free and clear of all liens and encumbrances, except any liens or encumbrances created by Buyer, and subject to the requirements of Water Front Recreation, Inc., or its successors.

4. Taxes. All taxes levied against the above described property for the current tax year are to be pro-rated between the parties at the time of possession. Buyer agrees to pay when due all taxes which are hereafter levied against the property, and to furnish Seller with proof of such payment within 10 days after it is made. Buyer agrees to pay all public, municipal and statutory liens which may be hereafter lawfully imposed upon the property.

5. Maintenance. Buyer shall keep all buildings, other improvements, and landscape now existing or that shall be placed on the leased real property in at least as good condition and repair as of the date possession is delivered to Buyer, and shall not permit any waste or removal of the improvements, nor make any substantial improvements or alterations that reduce the value of the property for security purposes without the prior written consent of Seller.

6. Liens. Buyer shall keep the property free from construction and all other liens during the period between closing and transfer of title and save Seller harmless therefrom. Additionally, Buyer shall reimburse Seller for all of the costs and attorney's fees incurred by Seller in defending against any such liens.

7. Failure to Pay. If Buyer shall fail to pay any of the liens, costs, water rents, taxes, or charges, as set out in this agreement, Seller may do so and any payments so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate of seven percent (7%) per annum, without waiver, however, of any right arising to Seller for Buyer's breach of contract.

8. Default. In the event that Buyer shall fail to pay this contract in full when due, or upon failure of Buyer to perform any other obligation contained in this contract within 30 days after notice from Seller specifying the nature of the default, and if default cannot be cured within 30 days, failure within such time to commence and pursue curative action with reasonable diligence, time of performance being of the essence, Seller shall, at its option, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity;

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

(c) To specifically enforce the terms of this contract by suit in equity;

In any of such cases, all rights and interest created or then existing in favor of the Buyer as against the Seller hereunder shall utterly cease and the right to the possession of the property above described and all other rights acquired by the Buyer hereunder shall revert to and re-vest in Seller without any act or re-entry, reclamation or compensation for monies paid on account of the purchase of the property, as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of default all payments previously made on this contract are to be retained by and belong to Seller as the agreed and reasonable rent of the premises up to the time of such default.

9. Litigation. In case litigation is instituted, arising directly or indirectly out of this contract, the losing party shall pay to the prevailing party their reasonable attorney's fees. If an appeal is taken from any judgment or decree of the trial court, the losing party shall pay the prevailing party in the appeal their reasonable attorney's fees in such appeal.

10. Benefits. The covenants, conditions and terms of this contract shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties hereto.

11. Assignment. This contract is considered personal to the parties and shall not be assigned by Buyer without written consent from Seller, which consent may be withheld for any reason. Consent by Seller to one transfer shall not constitute consent to other transfers or waiver of this section. Any attempted assignment in violation of this provision shall be void and of no effect with respect to Seller.

12. Waiver. It is agreed by the parties that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by Seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

13. Condition of Property. Buyer accepts the buildings, improvements and all other aspects of the property in their present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied, unless they are in writing signed by Seller. Buyer acknowledges that at least one of the beams in the cabin suffers from dry rot, and that there may be more such damage in the cabin. Buyer agrees that he has ascertained, if at all, from sources other than Seller, the applicable regulations that apply to the property, and that he accepts the property with full awareness of these regulations as

they may affect the present use or any intended future use of the property, and Seller has made no representations with respect thereto.

14. Personal Property. The parties agree that all of the personal property currently located in the cabin is included in this sale.

15. Consideration. The true and actual consideration for this transfer is \$48,000.00.

16. Miscellaneous. The parties agree that the charges paid to Water Front Recreation, Inc. shall be pro-rated by them without the need for an escrow.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year first above written.

SELLER:

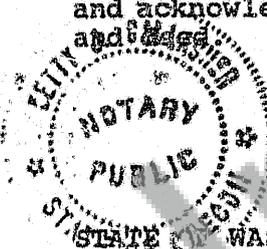
Dee De Camp  
Dee DeCamp  
Eunice B. DeCamp  
Eunice B. DeCamp

BUYER:

Timothy Hillier  
Timothy Hillier  
Betty Hillier  
Betty Hillier

STATE OF OREGON )  
County of Multnomah ) ss.

On this 4<sup>th</sup> day of February, 1994, personally appeared before me the above-named Dee DeCamp and Eunice B. DeCamp, and acknowledged the foregoing instrument to be their voluntary act and deed.

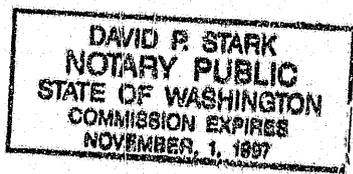


Betty J. Greenough  
Notary Public for Oregon  
My commission expires: 5-9-94

STATE OF WASHINGTON )  
County of ~~Clark~~ Clark ) ss.

On this day personally appeared before me Tim Hillier and Betty Hillier, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they each signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3<sup>rd</sup> day of February, 1994.



David P. Stark  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at 1205 NE 95<sup>th</sup> St Vancouver  
Commission expires: 11/1/97

Stephen C. Lewis, #75227  
2460 N.E. Division  
P.O. Box 1051  
Gresham, OR 97030  
(503) 667-5300