

CONTRACT OF SALE FOR REAL AND PERSONAL PROPERTY

THIS CONTRACT OF SALE made and entered into this 1st day of August, 1957, by and between WRAY O'NEAL and EVELYN O'NEAL, husband and wife, hereinafter called the Sellers, and RUSSELL L. OWENS and DONNA L. OWENS, husband and wife, hereinafter called the Purchasers;

WITNESSETH:

The Sellers agree to sell to the Purchasers, and the Purchasers agree to purchase of the Sellers the following real and personal property with the appurtenances, situate in Skamania County, Washington:

REAL PROPERTY

Beginning at the southwest corner of Lot 9 of Normandy Tracts, according to the official plat thereof on file in the office of the Auditor of Skamania County, Washington; and running thence westerly along the north line of State Highway No. 8, a distance of 219 feet to the point of beginning of the tract herein described; thence westerly along the north line of said highway a distance of 43 feet; thence at a right angle northerly a distance of 64 feet; thence easterly and parallel with the north line of said highway 43 feet; thence southerly at a right angle 64 feet more or less to the point of beginning.

PERSONAL PROPERTY

The following described furniture and appliances owned by the Sellers and now located in the dwelling house constructed on the above described real property:

- | | |
|--|-------------------------------------|
| 1 - electric refrigerator <i>Irbyane</i> | 1 - 2 piece sectional davenport |
| 1 - electric range | 1 - wall to wall living room carpet |
| 1 - Kenmore washer | 2 - Hollywood style double beds |
| 1 - kitchen table | 3 - chests |
| 4 - chairs | 2 - end tables |
| 1 - rocker | 2 - lamps |

On the following terms and conditions: The purchase price for the above described real and personal property is Five Thousand and No/100 (\$5,000.00) Dollars of which Three Hundred and No/100 (\$300.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the Purchasers agree to pay the balance of the said purchase price in the sum of Four Thousand Seven Hundred and No/100 (\$4,700.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars or more commencing on the 10th day of August, 1957, and on the 10th day of each and every month thereafter until the full amount of the purchase price, together with interest, shall have been paid. The said monthly installments include interest from August 1st,

1957, at the rate of six per cent (6%) per annum computed on the monthly balances of unpaid principal. The said monthly installments shall be applied first to interest and then to principal. The Purchasers reserve the right at any time while they are not in default hereunder to pay the unpaid balance of principal together with interest then due.

The Purchasers agree: (1) to pay all taxes and assessments which may hereafter become a lien against the said real property; (2) to keep the buildings now and hereafter placed upon the said real property, and the said personal property, unceasingly insured against loss or damage by fire to the full insurable value thereof, and in case of the Purchasers' failure so to do the Sellers at their option may purchase such fire insurance policies and add the cost thereof to the purchase price aforesaid; (3) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purpose; (5) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking of any part thereof for public use, and that no such damage or taking if the same shall occur shall constitute a failure of consideration; and (6) that full inspection of the said real and personal property has been made, and that the Purchasers do not rely on any representation made by the Sellers except those herein stated.

The Sellers agree: (1) upon receiving the said purchase price in full together with interest to make, execute and deliver to the Purchasers a warranty deed with federal and state documentary stamps affixed thereto reflecting a consideration of Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars conveying the above described real property subject only to the acts and omissions of the Purchasers under this contract, and to make, execute and deliver to the Purchasers a warranty bill of sale transferring the title to the above described personal property; (2) upon receiving the said purchase price in full together with interest to deliver to the Purchasers a policy of title insurance in the sum of Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars insuring the Purchasers subject only to the usual printed exceptions; (3) to assume and pay any excise tax which may be levied on the sale of the above described real property pursuant to Chapters 11 and 19, 1951 Laws, Ex. Sessions; and (4) that the Purchasers shall have possession of the

said real and personal property as of August 1st, 1957.

And it is further mutually agreed that Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars of the said purchase price shall be the consideration for the said real property, and One Thousand Five Hundred and No/100 (\$1,500.00) Dollars shall be the consideration for the said personal property. Title to the said real and personal property is now, and at all times shall remain, in the Sellers until the full amount of the purchase price together with interest shall have been paid and this contract performed in full by the Purchasers.

AND IT IS FURTHER AGREED that time is of the essence hereof, and in the event the Purchasers shall fail to comply with or perform any condition or agreement hereof 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 the Sellers so doing, all payments made by the Purchasers hereunder, any buildings or improvements placed upon the said real property and the real property itself and the said personal property shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to re-enter upon the said real property and to take possession thereof and to take possession of the said personal property; and upon default forfeiture may be declared by notice sent by registered mail to the address of the Purchasers, or their assigns, last known to the Sellers, the Purchasers to have thirty (30) days thereafter to reinstate the contract and to remedy any defaults.

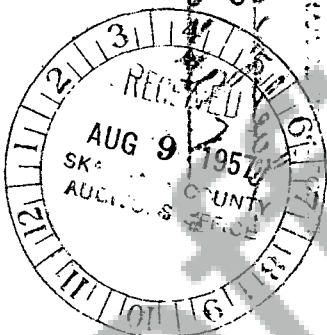
IN TESTIMONY WHEREOF, the parties hereto have executed this contract in duplicate the day and year first above written.

Wiley O'Neal
Evelyn O'Neal
 Sellers
Russell L. Owens
Donna L. Owens
 Purchasers

STATE OF WASHINGTON,)
) ss.
 County of Skamania.)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this *9th* day of August, 1957, personally appeared before me WRAY O'NEAL and EVELYN O'NEAL, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they 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 the day and year last above written.



[Signature]
 Notary Public in and for the
 State of Washington, residing
 at Stevenson therein.

No: 225

TRANSACTION EXCISE TAX

AUG 11 1957

A- P. 35.00

Mable J. Oster

Skamania County Treasurer

B- 1.00