

AGREEMENT

THIS AGREEMENT made and entered into this 5th day of December, 1975, by and between GEORGE and THELMA A. JOFGREN, husband and wife, hereinafter called "Vendor", and MICHAEL P. and DIANE K. DUYN, husband and wife, as to an undivided one-half interest, with right of survivorship, and DENNIS L. and DIANE L. HATFIELD, husband and wife, as to an undivided one-half interest, with right of survivorship, hereinafter called "Purchaser".

W I T N E S S E T H:

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified:

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Property.

Vendor agrees to sell to Purchaser and Purchaser agrees to purchase that certain property situated in Skamania County, Washington, more particularly described as follows, to-wit:

A dwelling located on cabin site number 1 of the North Woods 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.

TOGETHER WITH the refrigerator, range, curtains and Franklin fireplace located therein, and the boat dock owned by Vendor located on the lake in front of cabin site number 1.

2. Purchase Price and Terms.

The purchase price of the property, which Purchaser agrees to pay, shall be the sum of \$24,500, payable as follows:

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(a) The sum of \$3,000 which is paid upon execution hereof;

(b) The sum of \$3,000 shall be paid April 1, 1976;

(c) The remaining balance of \$18,500 shall be paid in monthly installments of not less than \$154.75 each, including interest from April 1, 1976, at the rate of 8% per annum on the unpaid balance, the first of such installments to be paid on the first day of May, 1976, and subsequent installments to be paid on or before the 1st day of each and every month thereafter, until the entire purchase price, including both principal and interest, is paid in full

(d) Notwithstanding the foregoing provisions of this paragraph 2 the balance of principal and accrued interest shall be paid in full on or before April 1, 1981.

3. Prepayment Privilege.

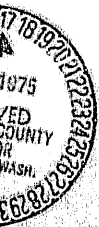
Purchaser shall have the privilege of increasing any payment or prepaying the whole consideration at any time without penalty; provided that no additional payments shall be credited as regular future payments nor excuse Purchaser from making the regular future payments provided for in this Agreement.

4. Taxes.

All taxes levied against the above described property for the current tax year shall be prorated between Vendor and Purchaser as of April 1, 1976. Purchaser agrees to pay when due all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

5. Insurance.

Purchaser agrees to keep said dwelling insured in an amount sufficient to cover the cost of repairing any damage thereto. Purchaser shall supply Vendor with certifi-



ificates and receipts evidencing all applicable policies of insurance.

6. Possession.

Purchaser shall be entitled to possession of the premises as of the 1st day of April, 1976. Until April 1, 1976, all risk of loss shall be born: by Vendor who shall deliver possession of the premises to Purchaser in a condition at least as good as the condition of the premises at the date of execution of this Agreement.

7. Pro-Rates.

In addition to pro-rating taxes as provided in Paragraph 4 above, the parties shall pro-rate the annual lease payments due for the lease of cabin site number 1 from Water Front Recreation, Inc., and the lease of the propane tank serving the dwelling.

8. Vendor's Representations.

Vendor warrants that the title to the property conveyed hereby is free and clear of all liens, encumbrance or security agreements, except as may be provided in a lease dated May 1, 1971 between Vendor and Water Front Recreation, Inc., covering cabin site number 1.

9. Escrow Provisions.

As soon as practicable following the execution of this Agreement Vendor shall deliver in escrow to Louis J. Fasano of Portland, Oregon

(a) A bill of sale to the dwelling, free and clear of all encumbrances, except as expressly specified herein, said bill of sale to be executed by Vendor with Purchaser as the grantee.

(b) An executed copy of this Agreement.

Upon the execution of this document and upon the payment of

the sums to be paid upon execution, the parties instruct the escrow agent to release said sums to Vendor. The remaining payments provided herein shall be sent to Vendor at the following address: Rt. 2, Box 71, Battleground, Wash. 98604. Upon full payment of the principal and interest as provided for herein, the escrow agent shall be instructed to deliver to Purchaser the bill of sale and executed copy of this Agreement as specified above. All documentary stamps required at the time of transfer, if any, will be purchased by Vendor. If Purchaser fails to pay any installment before the expiration of thirty (30) days after the due date hereof, the escrow agent shall be instructed to surrender to Vendor, upon demand and without notice to Purchaser, all of the documents in escrow, thereby terminating the escrow. In the event the escrow agent delivers any document to either party, said delivery shall be made without liability to the escrow agent, and the parties shall be left to their respective remedies against each other in such case.

10. Default:

In the event that Purchaser shall fail to perform any of the terms of this Agreement, time of payment and performance being of the essence, Vendor shall, at his option, subject to the requirements of notice as herein provided, 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 Agreement by suit in equity.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than its failure

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to make payments as provided for herein, until notice of said default has been given by Vendor to Purchaser and Purchaser shall have failed to remedy said default within thirty (30) days after the giving of notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Purchaser at c/o Louis J. Fasano, 1015 Oregon National Building, Portland, Oregon 97205.

11. Attorneys' Fees.

In case litigation is instituted arising directly or indirectly out of this contract, the losing party shall pay to the prevailing party its reasonable attorneys' fees and court costs including fees on the appeal of any suit or action.

12. General Provisions.

(a) Failure by Vendor at any time to require performance by Purchaser of any of the provisions hereof shall in no way affect Vendor's rights hereunder to enforce the same, nor shall any waiver by Vendor of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

(b) The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto, provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

(c) In construing this contract, it is understood that the Vendor or the Purchaser may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to the individuals concerned.

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IN WITNESS WHEREOF, the parties hereto have executed
this Agreement in triplicate as of the day and year first above
written.

VENDOR:

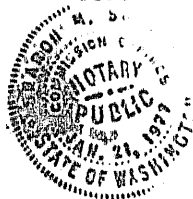
George Lefgren

Theodore A. Lefgren

Mike Deegan / Diane Deegan

James H. Deegan / Diane H. Deegan

PURCHASER:



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