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CONDITIONAL CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 10th day of June, 1968, by and between JOHN H. THOMPSON and MARY JANE THOMPSON, husband and wife, hereinafter referred to as SELLERS, and WESLEY N. BOWMAN, a single person, hereinafter referred to as PURCHASER,

W I T N E S S E T H:

The sellers agree to sell to the purchaser and the purchaser agrees to purchase of the sellers the following described personal property now located at Northwestern Lake, County of Skamania, State of Washington, to wit:

All right, title and interest in and to the improvements and fixtures contained therein, consisting of a cabin upon the following described real estate situated in Skamania County, State of Washington, as follows, to wit:

A parcel of land 55 feet more or less in its easterly and westerly dimension and 50 feet more or less in its northerly and southerly dimension located on the westerly shore of Northwestern Lake within Gov't. Lot 2 of Section 2, Twp. 3 North, Rge 10 east, W.M. in Skamania County, Washington, as shown on the plat attached hereto and made a part hereof and referred to on the Company's records as Cabin Site No. 5, Northwestern Lake.

TOGETHER with the following described personal property: 1 wood range, table and chairs, refrigerator, double bed with mattress and box springs, davenport and chair, daveno, three end tables, radio, mirror and stand, curtains and drapes, wheels and cable for launching boat, and miscellaneous items under cabin which are stored there.

5936

TRANSACTION EXCISE TAX

JUN 17 1968

Amount Paid 32.50  
J. W. ...  
Skamania County Treasurer

By

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of THREE THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$3,250.00) of which the sum of ONE THOUSAND DOLLARS (\$1,000.00) has been paid down by purchaser unto the sellers, the receipt of which is hereby acknowledged; the balance, to wit, the sum of TWO THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$2,250.00) shall be payable at the rate of FIFTY DOLLARS (\$50.00), or more, per month, including interest at the rate of seven and one-half per cent (7 1/2%) per annum on all deferred balances. First monthly payment shall become payable one month from date of this contract and continue each and every month thereafter on said date until

1 entire balance of principal and interest has been paid in full.

2 It is agreed that the purchaser shall procure at his expense  
3 a policy of fire insurance in the sum of not less than \$2,250.00  
4 with loss payable to the respective parties as their interests may  
5 appear at the time of such loss occurring, if any. The parties  
6 agree that the present policy of fire insurance in force with Keith  
7 McCoy Insurance Agency, White Salmon, Washington, shall be pro-  
8 rated between the parties hereto at the time of execution of this  
9 contract.

10 The purchaser shall be entitled to immediate possession.

11 This contract shall not be assignable by the purchaser without  
12 the consent of the sellers in writing and attached hereto.

13 The purchaser agrees to pay before delinquency all taxes and  
14 assessments, commencing with the 1969 taxes, that as may between  
15 purchaser and sellers hereafter become a lien on said premises.

16 The purchaser shall assume all hazards or damage to or destruc-  
17 tion of any improvements now on said land or hereafter to be placed  
18 thereon and of the taking of said premises or any part thereof for  
19 public use.

20 The sellers agree that on full payment of said purchase price  
21 in the manner hereinbefore specified, to make, execute and deliver  
22 to the purchaser their Bill of Sale of said described personal  
23 property.

24 That this transaction shall be placed in escrow with the  
25 National Bank of Commerce of Seattle, White Salmon Branch.

26 Time is of the essence of this contract. In case the purchaser  
27 shall fail to make any payment of the said purchase price promptly  
28 at the time the same shall become due as hereinbefore provided or  
29 promptly to perform any covenant or agreement aforesaid, the sellers  
30 may elect to declare forfeiture and cancellation of this contract;  
31 and upon such election being made, all rights of the purchaser  
32 hereunder shall be retained by the sellers in liquidation of all

1 damages sustained by reason of such failure. Service of all de-  
2 mands, notices or other papers with respect to such declaration of  
3 forfeiture and cancellation may be made by registered mail at the  
4 following address, to wit:

5 International Building, 812 S. W. Washington,  
6 Portland, Oregon

7 or at such other address as the purchaser will indicate to the  
8 sellers in writing.

9 The purchaser agrees that full inspection of the described  
10 premises has been made and that neither the sellers or assigns shall  
11 be held to any covenant respecting the conditions of any improve-  
12 ments on said premises nor to any agreement for alterations, im-  
13 provements or repairs unless the covenant to be relied upon be in  
14 writing and attached to and made a part of this contract as herein-  
15 before provided.

16 In case the purchaser shall fail to make any payment herein-  
17 before provided by the purchaser to be made, the sellers may make  
18 such payment and any amount so paid by the sellers, together with  
19 interest thereon from the date of payment until repaid at the rate  
20 of six per cent (6%) per annum shall be repayable by the purchaser  
21 on demand without prejudice to any other right the sellers might  
22 have by reason of such default.

23 In the event that action or suit be brought in the contract  
24 by the sellers against the purchaser to enforce any covenant herein  
25 or for payment of installments or otherwise, the purchaser herein  
26 agrees to stand all costs of court and such fees as the court may  
27 adjudge as reasonable attorney's fees herein.

28 This indenture shall be binding on the heirs, assigns, succes-  
29 sors and personal representatives of the parties hereto as if they  
30 were made a party thereof.

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IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals the day and year first above written.

John N. Thompson W.W. Gourman
SELLERS PURCHASER
Mary Jane Thompson

STATE OF WASHINGTON)
) ss
County of Klickitat)

On this day personally appeared before me JOHN H. THOMPSON and MARY JANE THOMPSON, husband and wife, to me known to be the individuals described in and who executed the within and 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 this 10th day of June 1968.

Notary Public for State of Washington
Residing at White Salmon
GRANT J. SAULIE
NOTARY PUBLIC
COMMISSION EXPIRES 12/31/70

STATE OF WASHINGTON)
) ss
County of Klickitat)

On this day personally appeared before me WESLEY N. BOWMAN, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of June 1968.

Notary Public for State of Washington
Residing at White Salmon
WESLEY N. BOWMAN
NOTARY PUBLIC
COMMISSION EXPIRES 12/31/70

RECEIVED
JUL 1 1968
SKAMMUNA COUNTY
AUDITOR
STEVENSON, WASH.
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