## CONDITIONAL CONTRACT OF SALE

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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,

WITNESSETH:

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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

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

shore of Northwestern Lake within Gov't. Lot 2 of Sec-

and fixtures contained therein, consisting of a cabin upon the following described real estate situated in Skamania

northerly and southerly dimension located on the westerly

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Amount Poid 325 Skamania County Treasurer

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tion 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.

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The terms and conditions of this contract are as follows: The total purchase price shall be the sum of THREE THOUSAND, TWO HUN-DRED 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

GRANT J. SAULIE WHITE SALMON, WASH.

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

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

The purchaser shall be entitled to immediate possession.

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

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

The purchaser shall assume all hazards or damage to or destruction of any improvements now on said land or hereafter to be placed thereon and of the taking of said premises or any part thereof for public use.

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

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

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

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

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

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

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

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

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

This indenture shall be binding on the heirs, assigns, successors and personal representatives of the parties hereto as if they 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. 3 . 5 6 STATE OF WASHINGTON) )ss 8 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 in-10 dividuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free П and voluntary act and deed for the uses and purposes therein 12 GIVEN under my hand and official seal this 10th day of 13 1968. 14 for State of Was 15 Residing at White Salmon 16 STATE OF WASHINGTON) 17 County of Klickitat) 18 On this day personally appeared before me WESLEY N. BOWN 19 to me known to be the individual described in and who example within and foregoing instrument and acknowledged that 20 the same as his free and voluntary act and deed for the purposes therein mentioned. 21 GIVEN under my hand and official seal this 10th de 22 1968. 23 Notary Public for State of Washington 24 Residing at White Salmon 25 26 27 28 29 30 31 32

GRANT J. SAULIE
ATTORNEY AT LAW
Powell Buildins
WHITE SALMON, WASH.