

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 11th day of April, 1969, by and between Nina M. Coover, unmarried, hereinafter referred to as the Seller, and Oswald P. Lande and Mildred G. Lande, husband and wife, hereinafter referred to as the Purchasers, WITNESSETH:

The Seller hereby agrees to sell to the Purchasers, and the Purchasers hereby agree to purchase from the Seller all the following described real property situate in Skamania County, Washington, to-wit:

All of Lot 13 of WASHOUGAL RIVERSIDE TRACTS according to the official plat thereof on file and of record at pages 80 and 81 of Book A of Plats, records of Skamania County, Washington;

ALSO that portion of Lot 14 of WASHOUGAL RIVERSIDE TRACTS aforesaid described as follows: Beginning at a point on the northerly line of the said Lot 14 North 43° 15' East 48.2 feet from the northerly corner common to Lots 13 and 14 aforesaid; thence South 43° 15' West 48.2 feet to the northerly corner common to Lots 13 and 14 aforesaid; thence along the northerly line of the said Lot 13 South 46° 45' East 210 feet to the northeasterly corner of said Lot 13; thence along the easterly line of the said Lot 14 North 16° East 75 feet; thence in a northwesterly direction 174 feet, more or less, to the point of beginning.

The purchase price agreed to be paid for the said real property is the sum of \$22,500.00 of which the sum of \$10,500.00 has been paid, receipt whereof is hereby acknowledged, leaving a balance of \$12,000.00 to be paid in the following manner: \$150.00 on the first day of June, 1969, and a like amount on the first day of each and every month thereafter until the whole sum has been paid in full. The unpaid balance shall bear interest at the rate of 7% per annum, and the above mentioned monthly payments shall be applied first upon the interest and the balance upon the principal. Also the Purchasers agree to pay during the first year of the contract such additional sum as may be required to reduce the principal balance owing on the contract at the end of the first year to the sum of \$8500.00.

The Purchasers shall be entitled to possession of the premises on May 9, 1969, and any loss or destruction of the premises after the purchasers take possession shall not relieve them of their obligation to pay the full purchase price.

The Purchasers agree to pay their pro rata share of the 1969 real

property taxes and all other taxes and assessments hereafter levied or assessed against said property promptly before the same become delinquent.

The Purchasers acknowledge that they have made an inspection of the premises and grounds and know the condition thereof, and that there are no warranties or representations with respect thereto, either express or implied, except as herein stated.

The Purchasers agree to keep the improvements upon said premises insured against loss by fire with a good and reliable insurance company suitable to the Seller in an amount equal to the unpaid balance hereon, with loss, if any, payable to the Seller as her interest may appear, and a copy of said fire insurance policy shall be delivered to the Seller.

The Purchasers agree to take good and proper care of the premises, and not to permit, suffer or allow strip or waste of the same, and to maintain the property in its present condition subject only to reasonable wear, tear and damage by the elements.

The Purchasers agree to provide the Seller's premises abutting on the northeast with a supply of water for domestic use from the well on the premises being sold, and the Seller agrees to pay therefor the sum of \$2.00 per month. The Purchasers agree to use reasonable care to maintain the pump in good operating condition, but they shall not be responsible to the Seller for any unanticipated pump breakdown or loss of power supply. The Seller shall have the right to go upon the property being sold, if necessary, for maintenance or repair of her pipeline, and if such becomes necessary she agrees to use reasonable care to place the premises in the exact same condition as prior to her entry thereon. This agreement on the part of the Purchasers to supply water shall terminate at the Seller's death, or at such time as she sells or contracts to sell the premises being served.

The Seller shall have the right to remove the dog run from the premises being sold, provided she does so with reasonable promptness.

Within a reasonable time after the execution of this agreement, but not to exceed thirty days, the Seller agrees to provide the Purchasers with a title insurance policy showing an insurable title of record in the Purchasers, subject only to the contract right of the Seller, said policy being what is

known as a "purchasers' policy".

Upon compliance with all the terms and conditions of this contract, including full payment of the purchase price, the Seller agrees to convey the real property herein described to the Sellers by good and sufficient Warranty Deed, with the necessary documentary stamps thereto affixed, said deed to be subject only to liens and encumbrances, if any, suffered or permitted by or through the Purchasers after the date of this agreement.

Time and exact performance are of the essence of this agreement, and in the event of the failure of the Purchasers to make any payment or keep any ~~covenant~~ herein provided for, if said default continues for more than ten days after notice in writing is given the Purchasers at the address of the premises herein described or at such other address as the Purchasers may hereafter designate in writing, this contract may be forfeited and terminated at the option of the Seller, and she may immediately reenter and repossess the premises, retaining all parts of the purchase price paid as compensation for the use of the premises and as liquidated damages for the breach of this agreement. No waiver by the Seller of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this date first above written.

No. **6376**
TRANSACTION EXCISE TAX

APR 30 1969
Amount Paid **\$25.00**
Mildred J. Lande
Skamania County Treasurer
By

Nora M. Covert
Seller.

Oswald P. Lande
Mildred J. Lande
Purchasers.

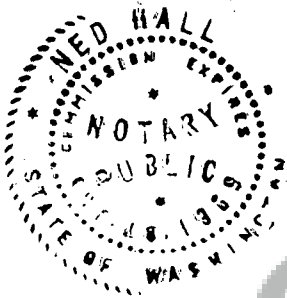
STATE OF WASHINGTON)
) ss.
County of Clark)

On this day before me personally appeared Nina M. Coovert, unmarried, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

mentioned.

WITNESS my hand and notarial seal this 11th day of April,
1969.

Notary Public for Washington,
residing at Vancouver, therein.



Ned Hall, Attorney at Law,
1109 Broadway,
Vancouver, Wa. 98660