

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, Made and entered into this 5th day of August, 1972, by and between John L. Bullock and Patricia A. Bullock, husband and wife, hereinafter referred to as the Sellers, and James H. Hambleton, Sr., and Anita Mae Hambleton, husband and wife, and Floyd E. Hambleton and Helen M. Hambleton, husband and wife, hereinafter referred to as Purchasers, WITNESSETH:

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

1485

That part of the South 750 feet of the Southwest Quarter of the Northwest Quarter of Section 26, Township 2 North, Range 5 East of the Willamette Meridian lying West of the center line of the Washougal River and East of the Old Washougal River County Road,

TRANSACTION EXCISE TAX

AUG 17 1972

EXCEPT Public Roads,  
EXCEPT mineral rights granted to Prindle Mountain Quarry, a Washington corporation,  
SUBJECT to easements, covenants, conditions and restrictions of record.

The purchase price agreed to be paid for said real property is the sum of Ten Thousand Dollars (\$10,000.00), of which the sum of Three Thousand, Five Hundred Dollars (\$3,500.00) has been paid, receipt whereof is hereby acknowledged, leaving a balance of Six Thousand, Five Hundred Dollars (\$6,500.00) to be paid in the following manner: One Hundred Thirty and 25/100 Dollars (\$130.25) on the 15th day of September, 1972, and a like amount on the 15th day of each and every month thereafter until the whole sum, both principal and interest shall be paid in full. The unpaid balance shall bear interest at the rate of seven and one-half percent (7-1/2%) per annum, commencing August 15, 1972, and the above mentioned monthly payments shall be applied first upon the interest and the balance upon the principal. The Purchasers shall have the right to make additional payments upon this contract at any time.

Purchasers shall be entitled to possession of the premises forthwith, and any loss or destruction of the premises after said date shall not relieve them of their obligation to pay the full purchase price.

Purchasers agree to pay their pro-rata share of the 1972 real property taxes and all other taxes and assessments hereafter levied or assessed against the said property promptly and before the same become delinquent.

Purchasers acknowledge that they have inspected the premises, know the condition thereof, and that there are no warranties or representations, either expressed or implied, except as herein stated.

This contract shall not be assigned without the written consent of the Sellers being first obtained. Sellers agree, however, that said contract may be assigned to any person of good moral character and financial standing.

Within a reasonable time after date of this agreement, but not to exceed thirty days, Sellers agree to provide the Purchasers with a title insurance policy showing insurable title of record in the Purchasers, subject only to the contract right of the Sellers, said policy being what is known as a "Purchasers' Policy".

Upon compliance with all of the terms and conditions of this contract, including full payment of the purchase price, the Sellers agree to convey the real property herein described to the Purchasers by good and sufficient warranty deed with the necessary documentary stamps thereto affixed, said deed to be subject only to liens or encumbrances, if any, suffered or permitted by and through the Purchasers subsequent to 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 (10) 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 Sellers, and they may immediately re-enter 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 Sellers of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

In the event suit or action is brought to terminate this contract or to enforce any of the provisions thereof, the prevailing party shall be entitled to recover judgment for costs of suit and reasonable attorney's fees, as to the Court may seem just and equitable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 15<sup>th</sup> day of August, 1972.

JOHN L. BULLOCK

PATRICIA A. BULLOCK

Sellers

By: PEOPLE'S NATIONAL BANK OF WASHINGTON,  
Successor in interest to Bank of Vancouver,  
a National Association, their Attorney  
in Fact

By: [Signature]

Manager



[Signature]

[Signature]

[Signature]

[Signature]

Purchasers

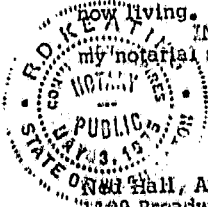
STATE OF WASHINGTON)

County of Clark )

ss.

On this day before me personally appeared J. T. Lewis, to me known to be the manager of Vancouver Branch, People's National Bank of Washington, the corporation that executed the foregoing instrument for itself as successor in interest to Bank of Vancouver, National Association, attorney in fact of John L. Bullock and Patricia A. Bullock, husband and wife, also named therein, and acknowledged to me that he signed the same as the free and voluntary act and deed of People's National Bank of Washington, and as the free and voluntary act and deed of John L. Bullock and Patricia A. Bullock for the uses and purposes therein mentioned, and stated that he was authorized to execute said instrument, and that the power of attorney authorizing the execution of this instrument has not been revoked and that the said John L. Bullock and Patricia A. Bullock are now living.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 15<sup>th</sup> day of August, 1972.



[Signature]  
Notary Public for Washington,  
Residing at Vancouver, therein.

R. O. Keating, Attorney at Law,  
1109 Broadway  
Vancouver, Wa. 98660