

CONTRACT OF SALE

THIS AGREEMENT, Made this 2nd day of November, 1973,  
by HENRY D. HAHN and SHARON L. HAHN, husband and wife, and  
HENRY HAHN and ANNA HAHN, husband and wife, herein called  
Vendor, and JAMES R. McCORMICK and ELEANER A. McCORMICK,  
husband and wife, herein called Purchaser,

W I T N E S S E T H :

AGREEMENT TO BUY AND SELL

Vendor agrees to sell to Purchaser, and Purchaser  
agrees to purchase, that certain land and all improvements thereon  
situated in Skamania County, State of Washington, described  
as follows:

All that portion of the following described  
real property lying Northeasterly of the  
strip of land 150 feet in width acquired by  
the State of Washington for relocation of  
State Secondary Highway No. 8-C by decree  
entered on June 12, 1957, in Cause No. 3805-C  
in Superior Court for Skamania County,  
Washington:

The South Half of the Southeast Quarter of  
the Northeast Quarter (S $\frac{1}{2}$  SE $\frac{1}{4}$  NE $\frac{1}{4}$ ); and  
the East Half of the Northeast Quarter of  
the Southeast Quarter (E $\frac{1}{2}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ ); all in  
Section 1, Township 3 North, Range 7 $\frac{1}{2}$  E. W. M.

SUBJECT to Easements of record for public  
and private roads.

CONSIDERATION AND MANNER OF PAYMENT

The purchase price of the property which Purchaser  
agrees to pay shall be the sum of THIRTY THOUSAND (\$30,000)  
DOLLARS, payable as follows:

(a) The sum of TWO THOUSAND (\$2,000) DOLLARS, which

is paid on the execution hereof.

(b) The remaining balance of TWENTY-EIGHT THOUSAND (\$28,000) DOLLARS shall be paid in installments of TWELVE THOUSAND (\$12,00) DOLLARS due on February 1, 1974, EIGHT THOUSAND (\$8,000) DOLLARS due on January 1, 1975, and EIGHT THOUSAND (\$8,000) DOLLARS due on January 1, 1976, plus interest at the rate of 8½% per annum on the unpaid balances and to be paid in addition to the above installments with each installment.

#### INTEREST PROVISIONS

Interest on all unpaid balances shall commence on the 1st day of February, 1974.

#### PREPAYMENT PRIVILEGE

Purchaser shall have the privilege of increasing any annual payment, or prepaying the whole consideration, at any time; provided that no additional payments shall be credited as regular future payments nor excuse Purchaser from making the regular annual payments provided for in this agreement.

#### TAXES

All taxes levied against the above described property for the current tax year shall be prorated between the Vendor and Purchaser as of February 1, 1974. 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.

*J.R.M. E.L.M. S.D.W. S.L.A.*

INSURANCE

Purchaser agrees to keep the buildings on said premises insured against loss by fire or other casualty in an amount of not less than the full insurable value with loss payable to the parties hereto as their interests appear at the time of loss, with priority in payment to Vendor. Any amount received by Vendor under the insurance in payment of a loss shall be applied upon the unpaid balance to the extent of the amount of the insurance payment received by Vendor. All uninsured losses shall be borne by Purchaser, on or after the date Purchaser becomes entitled to possession, provided, however, that at the election of Purchaser, Vendor agrees to apply any amount received from an insured loss to the restoration or repair of the premises to the extent of the insurance proceeds, but no further; and, in that event, the insurance proceeds will not be credited as any payment upon this contract.

POSSESSION

Purchaser shall be entitled to possession of the premises on the date of this contract.

IMPROVEMENTS, ALTERATIONS AND REPAIRS

Purchaser agrees that all improvements located on, or which shall hereafter be placed on the premises shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Vendor. Purchaser shall not commit or suffer any waste of the property, or any improvements

thereon or alterations thereof, and shall maintain the property and all improvements thereon and all alterations thereof in good condition and repair.

TITLE INSURANCE

Vendor shall furnish, at their expense, a Purchasers' title insurance policy in the amount of THIRTY THOUSAND (\$30,000) DOLLARS, promptly, insuring Purchaser against loss or damage sustained by them by reason of the unmarketability of Vendor's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions of said title insurance policies, easements, conditions and restrictions of record, and encumbrances herein specified, if any.

COVENANT OF TITLE

Vendor covenants that they are the owners of the within described property, free of all encumbrances except as stated in the paragraph immediately above.

DELIVERY OF DEED

Upon payment of the entire purchase price for the property as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Vendor shall forthwith execute and deliver to Purchaser a good and sufficient deed conveying said property free and clear of all liens and encumbrances except as above provided, and those placed upon the property or suffered by Purchaser subsequent to the date of this agreement, and except as stated in the paragraph above relating to Title Insurance.

DEFAULT PROVISIONS

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 their 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;

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option, all of the right, title and interest of Purchaser shall revert and revest in Vendor without any act of reentry or without any other act by Vendor to be performed, and Purchaser agrees to peaceably surrender the premises to Vendor; or in default thereof, Purchaser may, at the option of Vendor, be treated as tenants holding over unlawfully after the expiration of a lease, and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure 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 the 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 their then correct mailing address.

WAIVER

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 nonwaiver clause.

SUCCESSOR INTERESTS

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.

RELEASE

Upon request by Purchaser, Vendor agrees to deed to Purchaser one (1) acre for every TWO THOUSAND (\$2,000) DOLLARS that Purchaser pays toward the purchase price. A release payment shall not excuse Purchaser from making their regular installments. Purchaser shall be responsible for all expenses incurred in procuring the release. Said deed

is to convey said acreage free and clear of all liens and encumbrances except those which are provided for in the title insurance policy and those placed upon the property or suffered by Purchaser subsequent to the date of this agreement.

ATTORNEY'S FEES

In case suit or action shall be instituted on account of this agreement, or any provision or provisions thereof, the prevailing party shall recover such sum as the Court may adjudge reasonable as attorney's fees in such suit or action, or upon appeal.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day and year first above written.

VENDOR:

Henry D. Hahn  
Henry D. Hahn

Sharon L. Hahn  
Sharon L. Hahn

Henry Hahn  
Henry Hahn

Anna Hahn  
Anna Hahn

PURCHASER:

James R. McCormick  
James R. McCormick

Eleanor A. McCormick  
Eleanor A. McCormick

STATE OF OREGON }  
County of Deschutes } ss.

January 25, 1974

Personally appeared the within named HENRY D. HAHN and SHARON L. HAHN and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Judith M. Leifer  
Notary Public for Oregon

My Commission Expires: 6/7/76

STATE OF OREGON }  
Hood River } ss.  
County of Multnomah }

Personally appeared before me on the 15<sup>th</sup> day of

February, 1974, the within named JAMES R. McCORMICK and ELEANOR A. McCORMICK and acknowledged the foregoing instrument to be their voluntary act and deed.

Robert T. Lewis  
Notary Public for Oregon  
My Commission Expires: 1/5/75

No. 2486  
TRANSACTION EXCISE TAX

APR 25 1974

Amount Paid 3.00  
Michele O'Connell  
Skanania County Treasurer  
By Beverly J. Kelley



STATE OF OREGON        )  
                          ) ss.  
County of Multnomah )

Personally appeared before me on the 23 day of  
February, 1974, the within named HENRY HAHN and ANNA HAHN  
and acknowledged the foregoing instrument to be their voluntary  
act and deed.



Harlan M. Clarke  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

My Commission Expires Sept. 24, 1975