

84068

REAL ESTATE SALE CONTRACT

In consideration of Ten Thousand and no/100 (\$10,000.00) Dollars, to be paid by Edward A. Barkfelt or Linda L. Barkfelt, Father and Daughter to Ray Ernest Hull or Johnnie Joanne Hull, Husband and Wife or an agent or agency designated by the sellers, Ray Ernest Hull or Johnnie Joanne Hull, it is agreed to sell to Edward A. Barkfelt and Linda L. Barkfelt the following real property located in Skamania County of the State of Washington and whose address is generally Route 2, Box 1085, Washougal, Washington.

The Northwesternly 136.5 feet of Lot 46 of Washougal River-side Tracts according to the official plot thereof on file and record at pages 80 and 81 of Book "A" of Plots, Records of Skamania County, Washington, described as follows:
Beginning at the most Northernly corner of the said Lot 46; thence South 48°04' West 200 feet to the Westerly corner of said Lot; thence South 41°56' East along the Westerly line of said Lot 136.5 feet; thence North 48°04' East 200 feet to the intersection with the Easterly line of said Lot; thence 41°56' West along said Easterly line 136.5 feet to the point of beginning.

Subject to: Easements and rights of way, if any, for County Road No. 106 designated as the Washougal River Road.

Payment for the above described property shall be made to Ray Ernest Hull or Johnnie Joanne Hull, or an agent or agency appointed by them in the following manner.

No down payment shall be required. Commencing on the date this agreement is signed by the buyers, One Hundred Dollars shall be paid to the sellers and One Hundred (\$100.00) Dollars shall be paid each and every month thereafter until the principal sum of Ten Thousand Dollars and all interest charged against the principal sum is paid.

The rate of interest charged against the balance of the principal shall be six percent per year and will be collected as on half of one percent per month, which shall be included in the one hundred dollars paid each month.

In the event that any single monthly payment becomes delinquent and due for a period of ninety days, the sellers may foreclose and demand repossession and full ownership of the property herein described, and the buyers shall surrender said property together with all rights, claims and ownership to Ray Ernest Hull or Johnnie Joanne Hull, along with a One Thousand (\$1,000.00) Dollar penalty for default together with all back payments, on demand. All monthly payments shall be made consecutively.

Any court or legal action which becomes necessary because of a breach of this contract shall be paid for by the buyers, Edward A. Barkfelt or Linda L. Barkfelt if such court or legal action is taken for reason of default of payments.

The resale of this property, herein described, by Edward A. Barkfelt or Linda L. Barkfelt may be transacted by them, providing upon such sale they do pay in full the remaining balance of the principal owed to Ray Ernest Hull or Johnnie Joanne Hull within thirty days of such sale.

The water right claims on this property are included in this sale with the real property.

This contract is entered into in good faith by Edward A. Barkfelt and Linda L. Barkfelt Father and Daughter, and Ray Ernest Hull and Johnnie Joanne Hull, Husband and Wife and is legal and binding until fully satisfied.

It is further agreed that the buyers may make any improvements or physical changes they desire to the property and have all rights and privileges of full ownership of the above captioned property providing such physical changes do not substantially reduce the value of the property.

The sellers Ray Ernest Hull and Johnnie Joanne Hull guarantee title and the title to be free from all liens, encumbrances, claims and assessments prior to the date of this sale, the exception being easements and rights of way, if any, for County Road No. 106 designated as the Washougal River Road.

The buyers shall be responsible for the second half of the Real Estate taxes for the year of 1976. The seller shall pay the Transaction Excise Tax levied at one percent of the principal or sale price.

Dated this 16th day of August 1976.

[Handwritten signatures and initials]

On this day personally appeared before me Ray Ernest Hull, Edward A. Barkfelt and Linda L. Barkfelt to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of August 1976.

[Handwritten signature of Notary Public]
My Commission Expires Feb. 18, 1978.

4698

No. 4698
TRANSACTION EXCISE TAX

MAY 2 01977

Amount Paid \$

Skamania County Treasurer

