

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 7th day of March, 1961, by and between ROBERT L. DEVILLIERS and JULIAN M. DEVILLIERS, husband and wife, hereinafter referred to as the Sellers, and PAUL W. BASH, a single man, hereinafter referred to as the Purchaser, WITNESSETH:

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

Lot 3 as described in and delineated on SHORT PLAT recorded under Auditor's File No. 91417, in Book 2 of Short Plats, at Page 190-A, being that portion of the West Half of the East Half of the Northeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the Southeast corner of said West half of the East half of the Northeast quarter of the Northeast quarter; thence North $3^{\circ}12'11''$ East, along the East line thereof, 615.90 feet to the TRUE point of beginning hereof; thence continuing North $3^{\circ}12'11''$ East, along said East line 298.55 feet; thence North $88^{\circ}46'28''$ East, parallel with the South line of said West half of the East half of the Northeast quarter of the Northeast quarter, 320.98 feet to the West line thereof; thence South $3^{\circ}00'42''$ West, along said West line, 198.12 feet to a point which bears North $88^{\circ}46'28''$ West from the True point of beginning hereof; thence South $88^{\circ}46'28''$ East, parallel with said South line, 127.99 feet to the True point of beginning hereof.

TOGETHER WITH an easement 60 feet in width for ingress, egress and utility purposes following existing gravel road known as Archer Mountain Road to Duncan Road as per instrument recorded in Book 73 of Deeds, Page 410, records of said County.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities over, under and across a strip of land 60 feet in width lying 30 feet to each side of the following described centerline:

8062
TRANSACTION TAX

MAR 5 1961
Amount Paid \$22.00
Supplies & City Taxation
By *[Signature]*

A portion of the East half of the Northeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a one-half inch iron rod at the Northeast corner of Section 32; thence North $48^{\circ}48'42''$ West along the North line of the Northeast quarter 330.12 feet to the Northwest corner of the East half of the East half of the Northeast quarter of the Northeast quarter of Section 32, and the THENCE point of beginning of this centerline description; thence South $3^{\circ}12'12''$ West along the West line thereof, 482.50 feet; thence along the arc of a 100 foot radius curve to the right for an arc distance of 64.72 feet; thence South $40^{\circ}00'00''$ West 13.03 feet; thence along the arc of a 100 foot radius curve to the left for an arc distance of 84.31 feet; thence South $09^{\circ}41'00''$ East 36.56 feet; thence along the arc of a 30 foot radius curve to the right for an arc distance of 56.95 feet; thence North $80^{\circ}55'00''$ West 129.51 feet; thence along the arc of a 100 foot radius curve to the right for an arc distance of 26.12 feet; thence North $65^{\circ}57'00''$ West 22.87 feet; thence along the arc of a 40 foot radius curve to the left for an arc distance of 77.52 feet; thence South $73^{\circ}11'42''$ West parallel with and 30 feet East of the West line of said East half of the Northeast quarter of the Northeast quarter, 210.34 feet; thence along the arc of a 140 foot radius curve to the left for an arc distance of 33.62 feet; thence South $16^{\circ}15'00''$ East 13.24 feet; thence along the arc of a 75 foot radius curve to the left for an arc distance of 62.51 feet; thence South $64^{\circ}00'00''$ East 65.11 feet; thence along the arc of a 750 foot radius curve to the left for an arc distance of 133.37 feet; thence North $83^{\circ}25'00''$ East 55.10 feet to the terminus of said centerline at a point which bears South $28^{\circ}28'09''$ West 1117.22 feet from a one-half inch iron rod at the Northeast corner of Section 32.

PRICE AND PAYMENT. The purchase price agreed to be paid for the said real property is the sum of \$12,000.00, of which the sum of \$200.00 has been paid, receipt whereof is hereby acknowledged, leaving a balance of \$11,800.00 to be paid in the following manner: \$150.00 on the 1st day of March, 1961 and a like amount on the 1st day of each and every month thereafter until the whole sum required herein shall be paid in full. The unpaid balance shall bear interest at the rate of 10% per annum commencing as of the date of this

agreement. All payments herein made shall be applied first upon the interest and the balance upon the principal. The Purchaser shall have the right to make additional payments upon this contract at any time.

PURCHASER'S POSSESSION: Purchaser shall be entitled to possession of the premises as of the date of this agreement and any loss or destruction of the premises after said date shall not relieve Purchaser of the obligation to pay the full purchase price.

TAXES AND ASSESSMENTS: Purchaser agrees to pay his pro-rata share of the 1981 real property taxes as of the date of this agreement and all other taxes and assessments hereafter levied or assessed against the said property promptly and before the same become delinquent.

INSPECTION: Purchaser acknowledges that he has inspected the premises, knows the condition thereof and that there are no warranties or representations with respect thereto, either express or implied, except as herein stated.

ALTERATIONS: Purchaser agrees not to make any alterations or improvements on the property without the written consent of the Sellers being first obtained and further agrees to take good and proper care of the premises and not to permit, suffer or allow strip or waste of the same. Provided, Purchaser may make reasonable alterations which increase the fair market value of the premises without written consent.

ASSIGNMENT OF CONTRACT: Purchaser shall not sell, assign, sublease or transfer all or any portion of the above described real property without first obtaining written consent of the Sellers. Written consent by Sellers herein to any sale, assignment, sublease or transfer in one instance does not waive the requirement of the Purchaser or his successors in interest to obtain the Sellers' consent as to any further sale, assignment, sublease or transfer of the above described property. Sellers agree, however, that said contract may be assigned to any person of good moral character and financial standing.

TITLE INSURANCE POLICY: Sellers agree that within ten days from date hereof, they will provide the Purchaser with a proper title insurance policy showing marketable title of record in the Purchaser, subject to the contract right of the Sellers and subject also to any encumbrances presently existing and specifically identified herein, said policy being what is known as a "purchaser's policy".

SELLERS' CONVEYANCE TO PURCHASER: 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 Purchaser 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 and through the Purchaser subsequent to the date of this agreement.

DEFAULT CONDITIONS: Time and exact performance are of the essence of this agreement and in the event of the failure of the Purchaser to comply with or perform any condition or agreement

hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the Sellers may elect to declare all of the Purchaser's rights hereunder terminated and upon Sellers' doing so, all payments made by the Purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the Sellers as liquidated damages and the Sellers shall have the right to re-enter and take possession of the property and no waiver by the Sellers of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

NOTICE CONDITIONS: Service upon the Purchaser of all demands, notices or other papers with respect to forfeiture and termination of Purchaser's rights may be made by United States mail, postage prepaid, return receipt requested, directed to the Purchaser at the last address known to the Sellers.

LEGAL ACTION: Upon Sellers' election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

If the Seller shall bring suit to procure an adjudication of the termination of the Purchaser's rights hereunder and judgment is so entered, the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit and also, the reasonable cost of searching records to determine the condition of the title at the date such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

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SELLERS' ADDITIONAL REMEDIES: As an alternative to other Sellers' remedies, in the event of Purchaser's default, Sellers may elect to declare the entire balance of the purchase price immediately due and payable and commence action to recover the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

SELLERS:

Robert L. Devilliers
William M. Devilliers

PURCHASER:

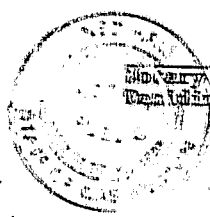
William M. Devilliers

STATE OF WASHINGTON
County of Clark

On this day before me personally appeared ROBERT L. DEVILLIERS and WILLIAM M. DEVILLIERS, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 2nd day of March.

1961



W. M. Devilliers
Notary Public for Washington
Residing at Vancouver, therein.

HALL & HOLLAND
Attorneys at Law
1109 Broadway
Vancouver, WA 98660