

32173

BOOK 79 PAGE 490

SK-12311

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of March, 1981 by and between, GEORGE A. CARTER and JUDY A. CARTER, husband and wife, hereinafter referred to as the "Sellers", and PETER C. REICHENBACH and ANN M. REICHENBACH, husband and wife, hereinafter referred to as the "Purchasers", WITNESSETH:

Registered ☒  
 Indexed ☒  
 Abstract ☒  
 Recorded ☒  
 Mailed ☒

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:

PARCEL I

Lot 1, as described in and delineated on SHORT PLAT recorded under Auditor's File No. 91418, in Book 2 of Short Plats, at Page A, being that portion of the East 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 East half of the East half of the Northeast quarter of the Northeast quarter, thence North  $3^{\circ}23'41''$  East, along the East line thereof, 400.29 feet; thence North  $88^{\circ}46'28''$  West 327.24 feet to the West line of said East half of the East half of the Northeast quarter of the Northeast quarter; thence South  $3^{\circ}12'12''$  West, along said West line, 400.24 feet to the Southwest corner of said East half of the East half of the Northeast quarter of the Northeast quarter; thence South  $88^{\circ}46'28''$  East, along the South line of said East half of the East half of the Northeast quarter of the Northeast quarter, 325.91 feet to the point of beginning hereof

PARCEL II

TOGETHER WITH 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:

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  $88^{\circ}48'42''$  West along the North line of the Northeast quarter 330.32



TRANSACTION ELASE TAX

3086

MAR 19 1981

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 TRUE 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 64.22 feet; thence South  $40^{\circ}00'00''$  West 10.83 feet; thence along the arc of a 100 foot radius curve to the left for an arc distance of 86.71 feet; thence South  $09^{\circ}41'00''$  East 38.56 feet; thence along the arc of a 30 foot radius curve to the right for an arc distance of 35.95 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 21.37 feet; thence along the arc of a 40 foot radius curve to the left for an arc distance of 77.52 feet; thence South  $05^{\circ}11'42''$  West parallel with and 30 feet East of the West line of said East half of the Northeast quarter of the Northeast quarter, 210.74 feet; thence along the arc of a 100 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 250 foot radius curve to the left for an arc distance of 133.37 feet; thence North  $85^{\circ}26'00''$  East 55.10 feet to the terminus of said centerline at a point which bears South  $20^{\circ}28'09''$  West 1112.22 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 \$9,000.00 of which the sum of \$1,000.00 has been paid; receipt whereof is hereby acknowledged, leaving a balance of \$7,000.00 to be paid in the following manner: \$145.30 on the 15th day of March 1981 and a like amount on the 15th 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 9% per annum commencing the 1st day of March, 1981. All payments herein made 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.

BOOK 8 PAGE 13

FULL PAYOFF OF PURCHASE PRICE: It is agreed that the purchase price herein shall be paid in full within five (5) years from date hereof.

PURCHASERS' POSSESSION: Purchasers shall be entitled to possession of the premises on the 1st day of March, 1981 and any loss or destruction of the premises after said date shall not relieve Purchasers of the obligation to pay the full purchase price.

TAXES AND ASSESSMENTS: Purchasers agree to pay their pro-rata share of the 1981 real property taxes as of the 1st day of March, 1981 and all other taxes and assessments hereafter levied or assessed against the said property promptly and before the same become delinquent.

INSPECTION: Purchasers acknowledge that they have inspected the premises, know the condition thereof and that there are no warranties or representations with respect thereto, either express or implied, except as herein stated.

ASSIGNMENT OF CONTRACT: Purchasers 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 Purchasers or their successors in interest to obtain the Sellers' consent as to any further sale, assignment, sublease or transfer of the above described property. Seller agrees, 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 Purchasers with a proper title insurance policy showing marketable title of record in the Purchasers, subject to the contract right of the Sellers, said policy being what is known as a "purchaser's policy".

SELLERS CONVEYANCE TO PURCHASERS: 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.

DEFAULT CONDITIONS: Time and exact performance are of the essence of this agreement and in the event of the failure of the Purchasers 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 Purchasers' rights hereunder terminated and upon Sellers doing so, all payments made by the Purchasers 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 Purchasers shall be construed as a waiver of any subsequent default.

NOTICE CONDITIONS: Service upon the Purchasers of all demands, notices or other papers with respect to forfeiture and termination of Purchasers' rights may be made by United States mail,



493

postage prepaid, return receipt requested, directed to the Purchasers at the address last 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 Purchasers agree 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 Sellers shall bring suit to procure an adjudication of the termination of the Purchasers' rights hereunder and judgment is so entered, the Purchasers agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit and also, the reasonable costs 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.

SELLERS' ADDITIONAL REMEDIES: As an alternative to other Sellers' remedies, in the event of Purchasers' 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:

George A. Carter  
Judith A. Carter

PURCHASERS:

Wm C. Buckel  
Geo M. Reichsback

STATE OF WASHINGTON )  
 County of Clark )

On this day before me personally appeared GEORGE A. CARTER and JUDY A. CARTER, 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 3 day of March

1981

Neil C. Bell  
 Notary Public for Washington  
 Residing at Vancouver, therein

STATE OF WASHINGTON )  
 COUNTY OF SHAWAN )  
 I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY  
Wm C. Buckel

OF Seattle, Washington  
 AT 3:15 P.M. 16 - 81

WAS RECORDED IN BOOK 79

OF Books 490-495

RECORD OF SHAWAN COUNTY, WASH.

Neil C. Bell  
Notary Public

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