

L. 843

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 30th day of January, 1982, by and between Robert L. DeVilliers and Lillian M. DeVilliers, husband and wife, hereinafter referred to as the Sellers, and Larry Hadick and CherylAnne Hadick, husband and wife, hereinafter referred to as the Purchaser, 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:

Lot 1, 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 03°12'12" East, along the East line thereof, 300.44 feet; thence North 88°46'28" West, parallel with the South line of said West half of the East half of the Northeast quarter of the Northeast quarter, 326.92 feet to the West line thereof; thence South 03°00'42" West, along said West line, 300.41 feet to the Southwest corner of said West half of the East half of the Northeast quarter of the Northeast quarter; thence South 88°46'28" East, along the South line thereof, 325.91 feet to the POINT OF BEGINNING.

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:

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:

TRANSACTION EX-102

- 1 -

Amount Paid \$130.00

By *Lillian M. DeVilliers* *J. Hadick* Dep

ROLL 282.2
DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS
MARRIAGE APPLICATIONS

1.000 8. PA - 844

BEGINNING at a 1/2" iron rod at the Northeast corner of Section 32; thence North 88°48'42" West along the North line of the Northeast quarter, 330.32 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 03°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°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°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°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°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 03°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 100 foot radius curve to the left for an arc distance of 33.62 feet; thence South 16°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°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°26'00" East, 55.10 feet to the terminus of said centerline at a point which bears South 20°28'09" West, 1112.22 feet from a 1/2" iron rod at the Northeast corner of Section 32.

PRICE AND PAYMENT: The purchase price agreed to be paid for said real property is the sum of \$13,000.00 to be paid in the following manner: \$150.00 on the first day of February, 1982, and a like amount on the first day of each and every month thereafter until the whole sum is paid in full. The unpaid balance shall bear interest at the rate of 13% per annum, commencing February 1, 1982, and the above mentioned monthly payment shall be applied first to the interest and the balance upon the principal. The purchasers shall have the right to make additional payments upon the contract at any time.

1008-845

PURCHASER'S POSSESSION: Purchaser shall be entitled to possession of the premises as of February 1, 1982, 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 prorata share of the 1982 real property taxes as of February 1, 1982, 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 conditions 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.

BOOK 80 PAGE 846

~~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 re-
cord 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 encum-
brances, 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.

847

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 Sellers 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.

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.

LATE CHARGE: In the event any payment due on the 1st of the month is not paid by the 10th of such month, a late charge of \$15.00 shall be added to the payment.

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

SELLERS:

Robert L. De Villiers
Lillian M. De Villiers

BOOK 801 - 848

PURCHASERS:

Larry E. Hadler
Cherianne M. Astor-Hadick

STATE OF WASHINGTON)

County of Clark) ss

On this day before me personally appeared Robert L. DeVilliers and Lillian 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 30 day of January, 1982.

Neil Hall
Notary Public for Washington
Residing at Vancouver, therein

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