

ROLL 282.2
DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS
MARRIAGE APPLICATIONS

Sk-12585
2-5-82 2700

CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 30th day of January, 1982, by and between Gladys B. Parker, unmarried, as party of the first part, hereinafter referred to as seller, and David W. MacGregor and Linda R. MacGregor, husband and wife, as parties of the second part, hereinafter referred to as the purchasers, WITNESSETH:

The seller hereby agrees to sell and the purchasers hereby agree to purchase all of the following described real property situate in Skamania County, Washington, to-wit:

All of Lot Numbered 12; and the Northerly 25 feet of Lot Numbered 11, being the Northerly one-quarter of the said Lot 11 and bounded on the South by a line parallel to the Southerly line of the said Lot 12; of WASEO JAL RIVERSIDE TRACTS according to the official plat thereof on file and of record in the office of the auditor in Book "A" of plats at page 80, records of Skamania County, Washington. SUBJECT to a perpetual right of way and easement over and across the Southerly 5 feet of the above described tract.

ALSO SUBJECT to any question that may arise due to shifting or change of course of the Washougal River. AND SUBJECT to the rights of the State of Washington to the stream bed if the river is navigable.

The purchase price agreed to be paid for the said real property is the sum of \$105,000.00, of which the sum of \$10,000.00 has been paid, receipt whereof is hereby acknowledged, leaving a balance of \$95,000.00 to be paid in the following manner: Commencing March 1, 1982, the purchasers will pay the interest for the previous month, calculated at the rate of 12% per annum with interest payments to continue on the 1st day of each and every month thereafter until March 1, 1987, at which time the entire balance due and owing, both principal and interest, shall be paid in full. In addition, the purchasers agree to pay an additional \$10,000.00 upon the principal not later than May 1, 1982. Purchasers shall have the right to make additional payments upon this contract at any time.

BOOK 80

852

Purchasers shall be entitled to possession of the premises February 1, 1982, and any loss or destruction of the premises after said date shall not relieve them of their obligation to pay the full purchase price.

Purchasers agree to pay their prorata share of the 1982 real property taxes and all other taxes and assessments hereafter levied or assessed against said property promptly and before the same become delinquent.

Purchasers agree to keep the improvements upon said premises insured against loss by fire with extended coverage with a good and reliable insurance company suitable to the seller to the full insurable value thereof or in an amount equal to the unpaid balance hereon, with loss, if any, payable to the seller as her interest may appear. Copy of said policy or certificate of insurance shall be given to the seller.

Purchasers acknowledge that they have made a full inspection of the premises and know the condition thereof and that there are no warranties or representations with respect thereto, either express or implied, except as herein stated.

Purchasers agree not to make any alterations or improvements upon the property without the written consent of the seller being first obtained.

This contract is personal with the purchasers and shall not be assigned nor shall the premises be resold without the written consent of the seller being first obtained.

Within a reasonable time after the execution of this agreement, but not to exceed thirty days, seller agrees to provide purchasers with a title insurance policy showing an insurable title of record in the purchasers, subject only to the contract right of the seller, said policy being known as "a purchasers' policy."

Time and exact performance are of the essence of this agreement. In the event of the failure of the purchasers to pay any installment or keep any covenant as herein provided, the seller, in addition to other remedies provided by law, may elect to declare the contract forfeited and terminated and shall have the right to immediately re-enter the premises and take possession thereof, and any payments made on the contract shall belong to the seller in lieu of liquidated damages for breach of the agreement.

Upon compliance with all the terms and conditions of this contract, including full payment of the purchase price, seller agrees to convey said premises 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 or through the purchasers subsequent to the date of this agreement.

In event this contract is placed in the hands of an attorney to enforce collection of payments, purchasers agree to pay a reasonable attorneys fee. In event suit or action is instituted to enforce any of the provisions of this contract, the prevailing party shall be entitled to such additional sums as the court may adjudge reasonable as attorneys fees.

In event any payment of interest due on the 1st of the month is not paid by the 10th day of such month, then there shall be due and owing to the seller an additional \$25.00 late payment fee.

Service upon the purchasers 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 purchasers at the last address known to the seller.

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

SELLER:

Gladys B. Parker

PURCHASERS:

Mr. W. H. Hargreaves

Thomas E. Hargreaves

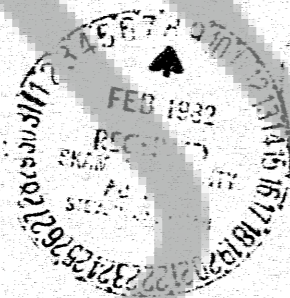
STATE OF WASHINGTON)

County of Clark)

On this day before me personally appeared Gladys B.
Parker, unmarried, to me known to be the same person named in and
who executed the foregoing instrument and acknowledged to me that
she signed the same as her free and voluntary act and deed for the
uses and purposes therein mentioned.

WITNESS my hand and seal this 30 day of January,
1982.

W. H. Hargreaves
Notary Public for Washington
Residing at Vancouver, therein



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