

AFTER RECORDING RETURN TO
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FILED FOR RECORD
SKAMANIA CO. WASH
BY *L. Eugene Hanson*

Oct 15 1 21 PM '93

P. Larry
AUDITOR

GARY H. OLSON

117083

AGREEMENT FOR SALE OF CABIN

BOOK 138 PAGE 814

THIS AGREEMENT, made and entered into this 2nd day of September, 1993, between CLARK BRYANT and CAROL BRYANT, husband and wife, hereinafter called the "Sellers" and STEPHON GOMEZ, a single person, hereinafter called the "Purchasers"

WITNESSETH:

That the Sellers agree to sell to the Purchaser and the Purchaser agrees to purchase from the Sellers the following described frame structure, described as:

One Cabin, together with all improvements now existing situate on the site known as Lot No. 33, P. P. & L. ground at Northwestern Lake, in the Northwest Quarter of Section 2, Township 3 North, Range 10 East, W. M., Situate in Skamania County, Washington.

The terms and conditions of this agreement are as follows: The total purchase price shall be THIRTY-SIX THOUSAND Dollars (\$36,000.00), of which TWELVE THOUSAND Dollars (\$12,000.00) has been paid, receipt of the same being acknowledged herewith. Purchasers agree to pay the balance of the purchase price of TWENTY-FOUR THOUSAND Dollars (\$24,000.00) as follows:

TWO HUNDRED TWENTY-NINE and 36/100 Dollars (\$229.36), or more at Purchaser's option, commencing on or before the 15th day of October, 1993, and continuing monthly on the same date thereafter until the entire outstanding balance of the purchase price shall have been paid in full. The outstanding balance of the purchase price shall at all time bear daily interest at the rate of Eight per cent (8%) per annum. From each such payment so made shall first be deducted interest due to date of payment and the balance thereof shall be applied in reduction of principal. The balance of this Agreement, including principal and interest, shall be paid in full within Five (5) years from the closing date of this agreement. Purchaser agrees to pay an interest penalty of five per cent (5%) for any monthly payment called for herein to be made, which shall be made or delivered to Sellers more than ten (10) days following the due date thereof.

All monthly payments shall be sent to Sellers at the following address:
To 999 TUCKER RD HOOD RIVER, OR. 97031
or at such other place as the Sellers may direct in writing.

If, at any time during the life of this Agreement for Sale of Cabin, Purchaser shall be required by Pacific Power and Light Company or The Columbia Gorge Commission to cease full-time occupancy of the demised residence, Purchaser shall have six (6) months to either sell the residence

REAL ESTATE EXCISE TAX

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OCT 15 1993

PAID See ex 14135

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SKAMANIA COUNTY TREASURER

Registered	<input checked="" type="checkbox"/>
Indexed, Dir	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Filed	<input checked="" type="checkbox"/>
Mailed	<input checked="" type="checkbox"/>

Glenn J. Kimmel, Skamania County Assessor
By: *[Signature]*
Parcel # 43-10-02-433

and retire the balance due hereunder, or reconvey the residence to Seller in full and complete satisfaction of this agreement.

The Purchaser agrees to pay any and all taxes that may occur and shall keep the frame structure fully insured and in a good state of repair and to permit no waste or damage to occur, ordinary wear and tear accepted. Purchaser further agrees that all Lease Payments due Pacific Power and Light Company for the real property upon which this frame structure is situated shall be kept current and if such amounts are not paid and Sellers are required to pay them, they shall be added to any sums due Sellers therein. If any payments required to be made by Purchaser for taxes or insurance are delinquent, Sellers may make such payments and Purchaser shall forthwith pay Sellers the amount thereof plus a late charge of five (5%) per cent of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment(s) and without waiving any of their other rights herein, including their right to retake the premises provided for below.

Time is of the essence of this agreement, and it is agreed that in case the Purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder or become more than thirty (30) days in arrears in his monthly payments at the time and in the manner herein required, the Sellers may elect to declare all the Purchaser's rights hereunder terminated, and upon their doing so, all payments made by the Purchaser hereunder shall be forfeited to the Sellers and the Sellers shall have the right to immediately take possession of the frame structure; 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. Sellers may also elect to re-possess said frame structure under the Uniform Commercial Code laws of the State of Washington or by judicial process.

Service upon Purchaser of all demands, notices or other papers with respect to foreclosure or repossession and termination of Purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the Purchaser at his address last known to the Sellers.

Upon Sellers' election to enforce any condition of this agreement, including suit to collect any payment required hereunder or to terminate purchaser's rights, or if the matter is placed in the hands of an attorney for collection or enforcement; the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, whether or not the matter proceeds to judgment. Such sums shall be paid whether or not this agreement is reinstated or the matter otherwise settled.

This agreement shall be construed by the laws of the State of Washington, and venue for any suit or action shall be Skamania County,

Washington.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Sellers:

Clark M. Bryant
CLARK BRYANT
Carol Bryant
CAROL BRYANT

Purchaser:

Stephen Gomez
STEPHEN GOMEZ

STATE OF WASHINGTON)

County of Klickitat)^{SS}

I certify that I know or have satisfactory evidence that CLARK BRYANT and CAROL BRYANT are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 2, 1993.
NOTARY PUBLIC
STATE OF WASHINGTON
BETTY LOU HUNSAKER
My Appointment Expires JAN 10, 1997

Betty Lou Hunsaker
Notary Public in and for
the State of Washington
My appointment expires 1-10-97

STATE OF WASHINGTON)

County of Klickitat)^{SS}

I certify that I know or have satisfactory evidence that STEPHEN GOMEZ is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 2, 1993.

NOTARY PUBLIC
STATE OF WASHINGTON
BETTY LOU HUNSAKER
My Appointment Expires JAN 10, 1997

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