Nenda J. Kimmol. Skamania County Assessor

AFTER RECORDING RETURN TO L. EUGENE HANSON ATTORNEY AT Law P. O. Box 417 White Salmon, WA 98672 FILED FOR RECORD SKAMANEA BO. WASH BY L. Eugene Hanson

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AGREEMENT FOR SALE OF CABIN

BOOK/38 PAGE 817

THIS AGREEMENT, made and entered into this 10th day of May, 1993, between LEO E. HAMMEL, JR., IMELDA M. PATTERSON, and JEANNE HAMMEL ROBERTSON, each as to an undivided one-third (1/3) interest, as tenants in common, hereinafter called the "Seller" and TODD REICHHELM, a single person, as his separate estate, hereinafter called the "Purchaser"

## WITNESSETH:

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

One Cabin, together with all improvements now existing situate on the site known as Lot No. 34, P. P. & L. ground at Northwestern take, 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-EIGHT THOUSAND Dollars (\$38,000.00), of which SEVEN THOUSAND EIGHT HUNDRED Dollars (\$6,800.00) has been paid, receipt of the same being acknowledged herewith. Purchaser agrees to pay the balance of the purchase price as follows:

THREE HUNDRED Dollars (\$300.00), or more at Purchaser's option, commencing on or before the /alliay of June, 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 times bear daily interest at the rate of Eight and one-half (8½%) per cent 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 Ten (10) 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 Seller at the following address: Office of L. Eugene Hanson, Attorney at Law, 70 N. E. Estes Avenue, P. O. Box 417, White Salmon, WA 98672, or at such other place as the Seller may direct in writing.

016161

REAL ESTATE EXCISE TAX

Registered | 0 | Indexed, Dir | 0 | Indirect | D | Filmed | Mailed

OCT 1.5 1993
PAID Sec ex 15797
Jr)
SKAMERIA COUNTY TREASURER

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 occupany of the demised residence, Purchaser shall have six (6) months to either sell the residence 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 all taxes and insurance when due and to keep the frame structure fully insured for its replacement value 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 cabin is situated shall be kept current and if such amounts are not paid and Seller is required to pay them, they shall be added to any sums due Seller therein. If any payments required to be made by Purchaser for taxes, insurance or the lease are delinquent, Seller may make such payments 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 their monthly payments at the time and in the manner herein required, the Seller may elect to declare all the Purchaser's rights hereunder terminated, and upon their doing so, all payments made by the Purchaser hereunder and all improvements placed upon the frame structure shall be forfeited to the Seller and the Seller shall have the right to immediately resenter and take possession of the frame structure; and, no waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default. Seller 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 forfeiture 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 Seller.

Upon Seller's 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

HAMMEL et al to REICHHELM Agreement for Sale of Cabin Page 2. 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.

Purchase/

Seller:

LEO E. HAMMEL, JR.

TMELDA G. PATTERSON

P. LOUIS HAVING SELLER

P. L

LEO E. HAMMEL, JR., Attorney in Fact

By: Se - Hannel RUBERTSON

LEO E. HAMMEL, JR., Attorney in Fact

STATE OF WASHINGTON )

County of Klickitat )

I certify that I know or have satisfactory evidence that LEO E. HAMMEL, JR. 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 and on toath stated that he was authorized to execute the instrument and acknowledged it as the Attorney in Fact for IMELDA M. PATTERSON, and JEANNNE HAMMEL ROBERTSON to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: May 10, 1993...

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

HAMMEL et al to REICHHELM Agreement for Sale of Cabin Page 3. Notary Public in and for the State of Washington My appointment expires

1-10-97

STATE OF CONNECTICUT)

County of FRICEICKL )

SS [L)es. Tper T

I certify that I know or have satisfactory evidence that TODD REICHHEIM is the person who appeared before me and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May <u>6</u>, 1993.

Notary Public in and for the State of Convertion My appointment expires

HAMMEL et al to REICHHELM Agreement for Sale of Cabin Page 4.