

73828

## REAL ESTATE CONTRACT OF SALE

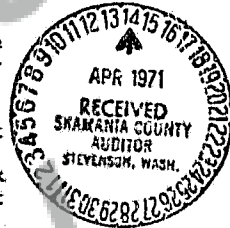
THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of April, 1971, by and between R. M. HEGEWALD and HELEN B. HEGEWALD, husband and wife, hereinafter referred to as the "SELLERS", and the TOWN OF STEVENSON, a Municipal Corporation, hereinafter referred to as the "PURCHASER",

## WITNESSETH:

The sellers agree to sell to the purchaser, and the purchaser agrees to purchase of the sellers, the following described real estate situated in Skamania County, State of Washington, to-wit:

A tract of land in the northeast quarter of the northwest quarter of Section 1, Township 2 North, Range 7, E.W.M. (Government Lot 7) particularly described as follows:

Beginning at a steel bar which is south 545.40 feet and west 827.40 feet from the north quarter corner of said Section 1 and which is also south 36° 45' east 30 feet from the center line of old State Highway No. 8; thence south 36° 45' east 20 feet to the true point of beginning which is on the southeasterly right of way line of said State Highway; thence south 53° 15' west 50 feet along said right of way line; thence south 36° 45' east 300 feet; thence parallel with said road north 53° 15' east 376.4 feet more or less to the center line of Rock Creek; thence along said center line north 30° 22' west 301.9 feet more or less to the southeasterly right of way line of said Highway; thence along said right of way line south 53° 15' west 359.9 feet more or less to the true point of beginning. Containing approximately 2.71 acres.



No. 626  
TRANSACTION EXCISE TAX

APR 14 1971

Amount Paid Excise TaxBy Skamania County Treasurer

EXCEPTION: The sellers reserve an easement of ingress and egress across the westerly 20 feet of the above described property, for the purpose of removing a rock bluff located on adjacent property owned by the sellers.

The parties herein agree that the above property is consistent of 2.71 acres which, for the purpose of this agreement, shall be governed by a sales price of \$5,850.00 per acres, or a total of \$15,853.50.

The down payment shall be the sum of \$100.00 and the balance, to-wit, \$15,753.50, shall be payable on or before, or no later than, the 15<sup>th</sup> day of July, 1971. The unpaid principal balance herein shall bear interest at the rate of 7% per annum.

The parties hereto recognize that the proceeds representing the balance of the purchase price herein, as above specified, shall inure unto the said Town of Stevenson, purchaser herein, in the form of a grant-in-aid from

and cancellation of this contract; and upon such election being made, all rights of the purchaser hereunder shall be retained by the sellers in liquidation of all damages sustained by reason of such failure. Service of all

a federal and/or state agency-instrumentality, and that the parties hereto have reasonably contemplated and have been advised that the said proceeds by way of said grant will be available unto the purchasers for purposes of payment unto the sellers herein as above specified on or about, but no later than the above date; provided, however, that in the event there exists a delay in the receiving of the grant-in-aid by the said purchaser beyond the control of the said purchaser, then in such event, the sellers herein agree that they shall not insist upon strict performance for such reason, and that a reasonable time thereafter shall be allowed the said purchaser to receive such grant-in-aid for the payment of the above described premises.

The purchaser shall be entitled to immediate possession of the premises.

Sellers agree to provide purchaser with a policy of title insurance in the sum of \$15,753.50.

Sellers agree on full payment of said purchase price in the manner hereinbefore specified, they will deliver to the purchaser, a good and sufficient warranty deed of said described premises.

The parties hereto understand and agree that any improvements made unto said premises by the purchaser shall become the property of the sellers in the event of default by purchaser; and any improvements made by purchaser shall constitute fixtures and shall not be removed in event of default.

This contract shall not be assignable by the purchaser without the consent of the sellers in writing and attached hereto.

Purchaser agrees to pay before delinquency, all taxes and assessments that as may between purchaser and sellers hereafter become a lien on said premises. Sellers shall be responsible for 1970 taxes.

Purchaser shall assume all hazards or damage to or destruction of any improvements now on said land or hereafter to be placed thereon and of the taking of said premises or any part thereof for public use.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall become due as hereinbefore provided, or promptly to perform any covenant or agreement aforesaid, the sellers may elect to declare forfeiture

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The parties hereto recognize that the proceeds representing the balance of the purchase price herein, as above specified, shall inure unto the said Town of Stevenson, purchaser herein, in the form of a grant-in-aid from

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and cancellation of this contract; and upon such election being made, all rights of the purchaser hereunder shall be retained by the sellers in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address, to-wit:

Stevenson, Washington

or at such other address as the purchaser will indicate to the sellers in writing.

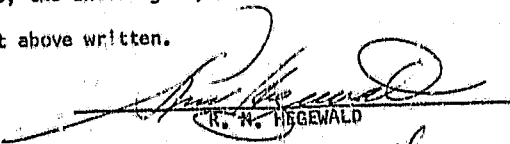
Purchaser agrees that full inspection of the above described premises has been made and that neither the sellers or assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs unless the covenant to be relied upon be in writing and attached to and made a part of this contract as hereinbefore provided.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the sellers may make such payment and any amount so paid by the sellers shall be repayable by the purchaser on demand without prejudice to any other right the sellers might have by reason of such default.

In the event that action or suit be brought in the contract by the sellers against the purchaser, to enforce any covenant herein, or for payment or otherwise, the purchaser herein agrees to stand all costs of court and such fees as the court may adjudge as reasonable attorney's fees herein.

This indenture shall be binding on the heirs, assigns, successors and personal representatives of the parties hereto as if they were made a party thereof.

IN WITNESS WHEREOF, We, the undersigned, have hereunto set our hands and seals the day and year first above written.

  
R. H. HEGEWALD

  
HELEN B. HEGEWALD

TOWN OF STEVENSON, a Municipal Corporation

By:   
Mayor



shall fail to make any payment of the same as herein provided, or promptly to perform any  
the same shall become due as hereinbefore provided, or promptly to perform any  
covenant or agreement aforesaid, the sellers may elect to declare forfeiture

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STATE OF WASHINGTON )  
County of Skamania ) ss.

On this 9<sup>th</sup> day of April, 1971, before me, the undersigned,  
a Notary Public in and for the State of Washington, duly commissioned and  
sworn personally appeared R. M. HEGEWALD and HELEN B. HEGEWALD, husband and  
wife, to me known to be the individuals who executed the foregoing instru-  
ment, and acknowledged the same to be their free and voluntary act and deed,  
for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year  
in this certificate above written.

Shirley A. Lott  
Notary Public in and for the State of  
Washington, residing at Stevenson

STATE OF WASHINGTON )  
County of Skamania ) ss.

On this 9<sup>th</sup> day of April, 1971, before me, the undersigned,  
a Notary Public in and for the State of Washington, duly commissioned and  
sworn personally appeared N. L. MEAGHERS, to me known to be the Mayor of the  
TOWN OF STEVENSON, the municipal corporation that executed the foregoing in-  
strument, and acknowledged the same to be the free and voluntary act and deed  
of said corporation, for the uses and purposes therein mentioned and on oath  
stated that he was authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year  
in this certificate first above written.

Shirley A. Lott  
Notary Public in and for the State of  
Washington, residing at Stevenson