

89568

## REAL ESTATE CONTRACT OF SALE

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THIS AGREEMENT, made and entered into this 1st day of September, 1979, by and between ELLEN E. TEAGUE, individually and as Executrix of the Estate of WAYNE LEROY TEAGUE, deceased, herein-after referred to as SELLER, and RAYMOND C. BELT and LYNDA D. BELT, husband and wife, hereinafter referred to as PURCHASERS,

## W I T N E S S E T H:

The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase of the Seller, on the terms and conditions hereinafter expressed, the following described property, to-wit:



Northwestern Lake Cabin Site No. 9B, situated in Skamania County, State of Washington, as shown by the attached Exhibit "A".

TOGETHER WITH the following personal property: stove, refrigerator and wood heater.

The Purchasers agree to pay for the above-described property the sum of NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$19,500.00) of which the sum of FIVE THOUSAND DOLLARS (\$5,000.00) shall be payable in cash by Purchasers unto Seller at the time of execution of this instrument which downpayment shall include earnest money herein. The balance, to-wit, the sum of FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500.00) shall be payable by Purchasers unto Seller by way of assumption of an existing mortgage balance on the above-described property being held by the KLICKITAT VALLEY BANK of White Salmon, Washington, which mortgage requires the assumption of payments at the rate of ONE HUNDRED DOLLARS AND NINETY-THREE CENTS (\$100.93) per month which includes interest at the rate of nine and one-half percent (9½%) per annum on the unpaid balance thereof. The additional balances thereafter the assumption of said mortgage

by the Purchasers shall be payable by the Purchasers unto the Seller herein at the rate of ONE HUNDRED FIFTY DOLLARS (\$150.00) per month for one year after date of execution hereof at which time payments will be increased to TWO HUNDRED DOLLARS (\$200.00) per month, which payments shall also bear interest at the rate of 9½% per annum on the unpaid deferred monthly balances and the first payment thereunder due unto the Seller herein shall commence thirty (30) days after date of execution of this contract, to-wit, October 1, 1979, and shall continue thereafter each and every month until the entire balance of principal and interest shall have been paid in full.

Seller herein grants the Purchasers the right to accelerate any payments of the principal or interest hereunder without penalty.

Seller agrees, on full payment of said purchase price in the manner hereinabove specified, she will deliver to Purchasers a good and sufficient Warranty Deed of said described premises.

Purchasers shall be entitled to possession of the premises on or before, but no later than October 1, 1979.

Purchasers agree to pay, before delinquency, all taxes and assessments that as may between Purchasers and Seller hereafter become a lien on said premises; however, it is further agreed that the real estate taxes for the year 1979 shall be pro-rated as of October 1, 1979 and thereafter Purchasers shall pay all taxes due or which may become due hereafter.

Seller herein agrees to furnish unto Purchasers a policy of Title Insurance showing said property to be free and clear of any and all encumbrances or defects in title.

Purchasers agree to purchase a policy of fire insurance in the sum of FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500.00) with loss payable to the respective parties as their interests may appear in the event of such loss occurring. Further, Purchasers shall deliver a paid-up copy of the fire insurance policy unto the

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Seller and shall provide the Seller with a receipt showing the first insurance premiums to be paid in full during the tenure of this contract.

The Purchasers shall have the right to retain possession of the aforescribed property so long as they shall not be in default hereunder.

On default of Purchasers in the payment or on breach of any agreement of Purchasers herein, the entire price at that time remaining due and unpaid shall become due upon the Seller giving thirty (30) day's written notice unto the Purchasers by certified mail, postage prepaid, of Seller's intention to declare forfeiture; PROVIDED, HOWEVER, that Seller shall not declare forfeiture until after giving thirty (30) day's written notice unto Purchasers, as aforementioned.

The Purchasers herein agree that they shall, until the entire purchase price shall have been paid in full, undertake all costs of repairs, ordinary and/or extraordinary, and shall be liable for all damages sustained to the said property.

On default by Purchasers in the payment of any installment of the purchase price, or in the performance of any term or condition imposed on them herein, Seller shall give unto Purchasers thirty (30) day's written notice by certified mail, postage prepaid, of Seller's intention to declare forfeiture; PROVIDED, HOWEVER, that Seller shall not declare forfeiture until after giving thirty (30) day's written notice unto Purchasers, as aforementioned, after such time Seller shall retain any and all payments made as liquidated damages for the use by Purchasers and for depreciation and for expense to Seller of taking property in her possession as Seller's own individual and sole property, free and clear of any claim by Purchasers, and Seller may sell same in which case the proceeds of sale shall be applied to the unpaid balance of the purchase price and expenses to Seller of taking possession, storage and resale.



If the proceeds of such resale shall not equal the portion of the purchase price remaining unpaid and the expenses to Seller of taking possession, storage and resale, Purchasers agree to pay any deficiency.

Purchasers hereby irrevocably grant unto Seller, or her agents, the right to enter the premises for inspection purposes upon the Seller giving unto the Purchasers three (3) days written notice of such intention to examine said premises by certified mail, postage prepaid unto the Purchasers.

The parties hereto agree to execute, coincident herewith, appropriate escrow instructions with the Rainier National Bank of White Salmon, Washington, for the purpose of collection of disbursement and escrow of the balance of the payments hereinabove specified to be made to the Seller.

The Purchasers agree not to make any contract for the construction, repair or improvement on, in, of, or to the foregoing described property covered under this agreement, or any part thereof, or for any work to be done or materials to be furnished on or to said personal property covered under this agreement, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen or labor line shall be created or shall arise against the above-described property at any time. All persons furnishing any work, labor or materials as well as all other persons whomever, shall be bound by this provision and by the notice thereof from and after the date of this contract, and notice is hereby given that no mechanics' lien, materialmen's lien or any other encumbrance made by or obtained against the Purchasers, or their interest in said property covered under this agreement shall in any manner or degree effect the title or interests of the Seller in said property or improvements thereon. To that end, the Purchasers further agree that they will not make any contract or agreement, either written or oral, for any labor, services, fixtures,

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material or supplies in connection with altering, repairing or improving any of said property herein covered by this agreement without providing such contract or agreement that the contractor or contractors waive all right to a mechanic's lien, by reason of furnishing any labor, services and/or material under such contract or contracts whether written or oral, and that such contract or contracts shall, upon execution, be immediately filed in the office of the Recorder of Deeds of Skamania County, Washington, and a copy thereof lodged with the Seller.

The Purchasers shall not sell, pledge or mortgage or attempt to sell, pledge or mortgage the above-described property without the written consent of the Seller.

This contract shall not be assignable by the Purchasers without the consent of the Seller in writing and attached hereto; PROVIDED, HOWEVER, that in the event Purchasers herein shall elect to assign said contract, said assignment shall not be unreasonably withheld by Seller herein unto Purchasers.

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

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

Ellen E. Teague  
ELLEN E. TEAGUE, individually  
and as Executrix of the Estate  
of WAYNE LEROY TEAGUE, deceased

Raymond C. Belt  
RAYMOND C. BELT  
Lynda D. Belt  
LYNDA D. BELT



STATE OF WASHINGTON )  
 ) ss  
County of Klickitat )

On this day personally appeared before me ELLEN E. TEAGUE, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of September, 1979.

Notary Public for State of Washington  
Residing at White Salmon

89568

STATE OF WASHINGTON )  
County of Klickitat ) ss

On this day personally appeared before me RAYMOND C. BELT and LINDA D. BELT, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged and they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of September, 1979.

ST. LOUIS, MO. 63101  
COUNTY OF ST. LOUIS

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TESTIMONY OF EATING PILLS BY

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CONFIDENTIAL

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Contract of

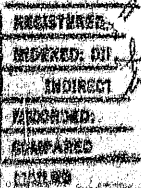
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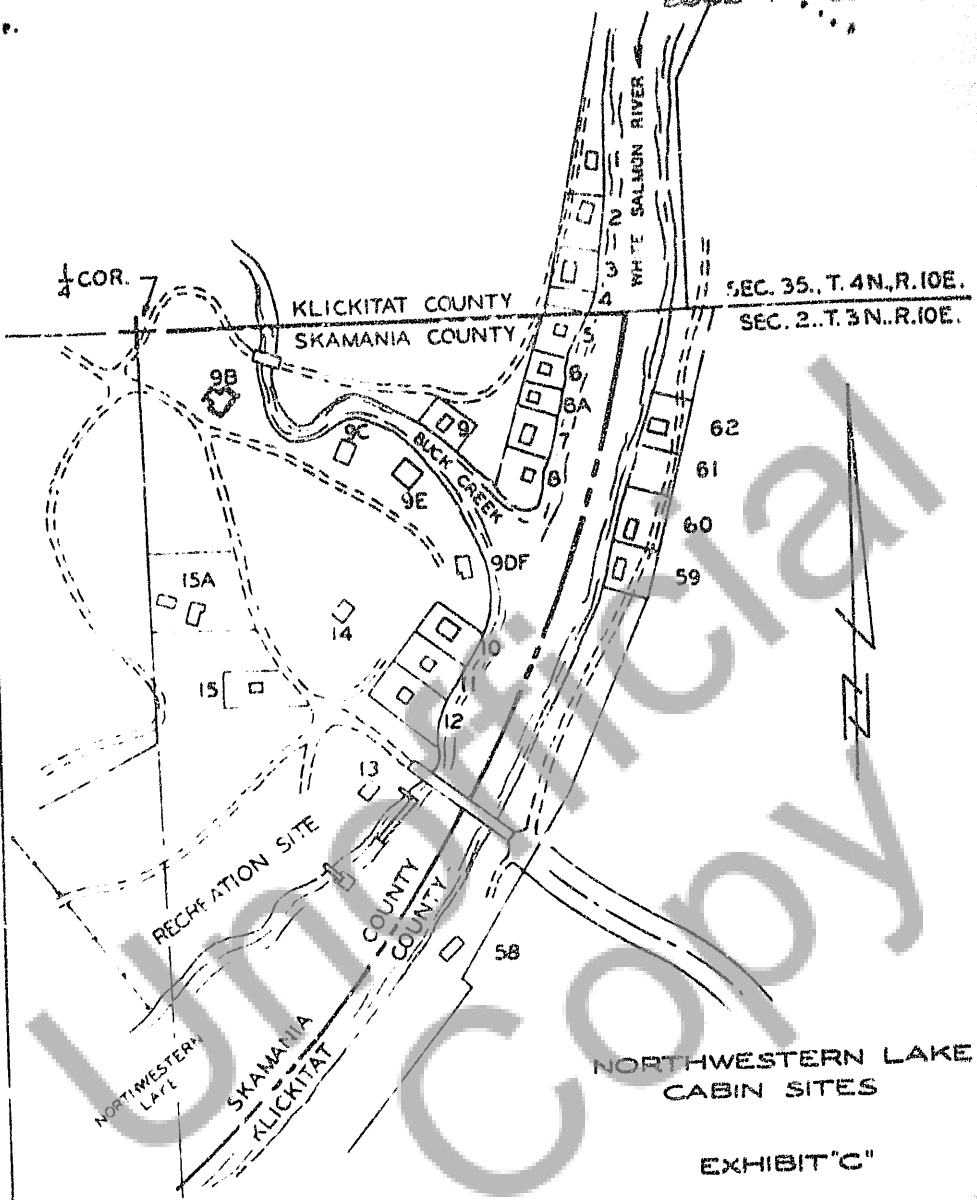
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Notary Public for State of Washington  
Residing at White Salmon





DISTRICT			
NAME	SITE NO. 9B	FILE NO.	
LOCATION		ER NO.	
MAP NO.		JO	
DEAWN	19		

PACIFIC POWER & LIGHT COMPANY

SCALE 1" = 200'

FOUR STES & 18 OCT 1978

EXHIBIT "A"