

12-11-56

CONTRACT OF SALE FOR REAL AND PERSONAL  
PROPERTY

THIS CONTRACT OF SALE made and entered into this 9th day of August, 1956,  
by and between CLAUD V. THOMAS and DORIS F. THOMAS, husband and wife, as Sellers,  
and GEORGE D. HUESTIS and VIRGINIA L. HUESTIS, husband and wife, hereinafter  
called the Purchasers;

WITNESSETH:

The Sellers agree to sell to the Purchasers, and the Purchasers agree to  
purchase of the Sellers, the following described real and personal property with  
the appurtenances, situate in Skamania County, Washington:

REAL PROPERTY

Lot 5 of the OREGON LUMBER COMPANY'S SUBDIVISION according to the of-  
ficial plat thereof on file and of record in the office of the Auditor  
of Skamania County, Washington; said property being a portion of Sec-  
tion 14, Township 3 North, Range 9 E.W.M.; SUBJECT TO public roads and  
right of way over and across said real property;

TOGETHER WITH all water rights appurtenant to said real property.

PERSONAL PROPERTY

All of the farm equipment, furniture and appliances now situated in and  
upon the above described real property and the dwelling house constructed  
thereon, and more particularly identified on Schedule "A" attached here-  
to and by reference made a part of this contract.

On the following terms and conditions: The purchase price for the above describ-  
ed real and personal property is Thirteen Thousand Eight Hundred Twenty and 00/100  
(\$13,820.00) Dollars of which Four Thousand and 00/100 (\$4,000.00) Dollars has  
been paid, the receipt whereof is hereby acknowledged, and the Purchasers agree  
to pay the balance of the said purchase price in the sum of Nine Thousand Eight  
Hundred Twenty and 00/100 (\$9,820.00) Dollars in monthly installments of Sixty  
and 00/100 (\$60.00) Dollars or more commencing on the 10th day of September, 1956,  
and on the 10th day of each and every month thereafter until the full amount of the  
purchase price, together with interest, shall have been paid. The said monthly  
installments include interest from the 10th day of August, 1956, at the rate of  
five per cent (5%) per annum computed on the monthly balances of unpaid principal.  
The said monthly installments shall be applied first to interest and then to prin-  
cipal. The Purchasers reserve the right at any time while they are not in default  
hereunder to pay the unpaid balance of principal together with interest then due.

The Purchasers agree: (1) to pay all taxes and assessments which may hereafter become a lien against the said real property; (2) to keep the buildings now and hereafter placed upon the said real property, and the said personal property, unceasingly insured against loss or damage by fire to the full insurable value thereof, and in case of the Purchasers' failure so to do the Sellers at their option may purchase such fire insurance policies and add the cost thereof to the purchase price aforesaid; (3) to keep the buildings and all other improvements upon the said real property in good repair and not to permit waste; (4) not to use the premises for any illegal purpose; (5) to assume all risk of damage to, or destruction of, any of the improvements upon the said real property, or of the taking of any part thereof for public use, and that no such damage or taking, if the same shall occur, shall constitute a failure of consideration; and (6) that full inspection of the said real and personal property has been made, and that the Purchasers do not rely on any representation made by the Sellers except those herein stated.

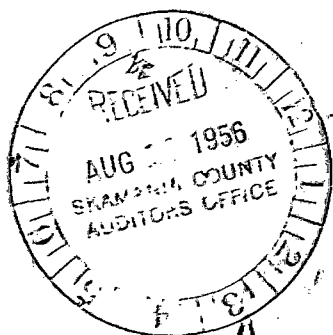
The Sellers agree: (1) upon receiving the said purchase price in full together with interest to make, execute and deliver to the Purchasers a warranty deed with federal and state documentary stamps affixed thereto reflecting a consideration of Eleven Thousand and 00/100 (\$11,000.00) Dollars conveying the above described real property subject only to the acts and omissions of the Purchasers under this contract, and to make, execute and deliver to the Purchasers a warranty bill of sale transferring the title to the above described personal property; (2) within 30 days from the execution of this contract to deliver to the Purchasers a policy of title insurance in the sum of Eleven Thousand and 00/100 (\$11,000.00) Dollars insuring the Purchasers subject only to the usual printed exceptions; (3) to assume and pay any excise tax which may be levied on the sale of the above described real property pursuant to Chapters 11 and 19, 1951 Laws, Ex. Sessions; and (4) that the Purchasers shall have possession of the said real and personal property as of the 10th day of August, 1956.

And it is further mutually agreed that Eleven Thousand and 00/100 (\$11,000.00)

Dollars of the said purchase price shall be the consideration for the said real property and Two Thousand Eight Hundred Twenty and 00/100 (\$2,820.00) Dollars shall be the consideration for the said personal property. Title to the said real and personal property is now, and at all times shall remain, in the Sellers until the full amount of the purchase price together with interest shall have been paid and this contract performed in full by the Purchasers. It is understood that the Sellers have paid general taxes due for 1956 and that the Purchasers will secure fire insurance as above stated on execution of this contract.

AND IT IS FURTHER AGREED that time is of the essence hereof, and in the event the Purchasers shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the Sellers may elect to declare all of the Purchasers rights hereunder terminated, and upon the Sellers so doing, all payments made by the Purchasers hereunder, any buildings or improvements placed upon the said real property and thereal property itself and the said personal property shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to re-enter upon the said real property and to take possession thereof and to take possession of the said personal property; and upon default forfeiture may be declared by notice sent by registered mail to the address of the Purchasers, or their assigns, last known to the Sellers, the Purchasers to have 30 days thereafter to reinstate the contract and to remedy any defaults.

IN TESTIMONY WHEREOF, the parties hereto have executed this contract in duplicate the day and year first above written.



Claude V Thomas

Deus F Thomas  
Sellers

George D. Austin

L. Emma L. Austin  
Purchasers

STATE OF WASHINGTON,     )  
                                   ) ss.  
 County of Klickitat.     )

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 10<sup>TH</sup> day of August, 1956, personally appeared before me CLAUD V. THOMAS and DORIS F. THOMAS, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that 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 the day and year last above written.

Frank A. Johnson  
 Notary Public in and for the  
 State of Washington, residing

at WHITE SALMON, WASH.

NO. 1958  
 SK. COUNTY  
 ON EXCISE TAX  
 PAID AUG 13 1956  
 AL. UNT \$110.<sup>00</sup>  
 COL. TREASURER  
 BY M. J. J. J.

