

REAL ESTATE CONTRACT OF SALE

BOOK

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THIS AGREEMENT, made and entered into this 28 day of February, 1957, by and between GEORGE E. BALSIGER and ELIZABETH BALSIGER, husband and wife, hereinafter referred to as SELLER, and HOBART B. GREENE and ELDORA GREENE, husband and wife, hereinafter referred to as PURCHASER,

W I T N E S S E T H:

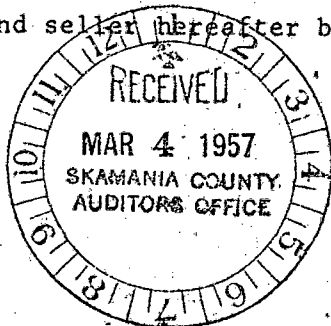
The seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situated in the County of Skamania, State of Washington, to-wit:

The Northwest Quarter of the Northeast Quarter of the Southeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Nine (9), Township 3 North, Range 10 East, W.M.

The terms and conditions of this contract are as follows: That the total purchase price shall be the sum of SIX THOUSAND TWO HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$6,268.00), to which sum of the foregoing principal interest has been included and computed at the rate of six percent (6%) per annum. The purchaser shall be obligated to make payments unto the seller herein as follows: the sum of THIRTY AND NO/100 DOLLARS (\$30.00) per month shall be payable for 208 consecutive monthly payments commencing with May 1, 1957 and subsequent thereto one payment shall be made in the sum of TWENTY-EIGHT AND NO/100 DOLLARS (\$28.00), PROVIDED HOWEVER, that the seller herein agrees that the purchaser is herein granted the right of acceleration of any and all payments hereunder and in such event of acceleration of the entire payments herein prior to their maturity date, the purchaser may be credited with such interest as it bears its ratio to the acceleration of the final payment due herein.

That coincident with the execution of this agreement the purchaser herein agrees to execute a promissory installment note in like sums as herein stated in this contract unto the seller herein.

The purchaser agrees to pay before delinquency all taxes and assessments that as may between purchaser and seller hereafter become a lien on said premises.



The 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.

The seller agrees that on full payment of said purchase price, in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed of said described premises.

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

The purchaser agrees that full inspection of the described premises has been made and that neither the seller or assigns shall be held to any covenant respecting the condition 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.

That the purchaser shall procure a policy of fire insurance in the amount not less than the unpaid balance of the contract herein. That in the event of such loss or damage to said premises by fire or the elements, then the proceeds of said policy shall be payable to the respective parties as their interest may appear at the time of such loss or damage.

In case the purchasers shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from the date of payment until repaid at the rate of 6 percent per annum shall be repayable by the purchaser on

demand without prejudice to any other right the seller might have by reason of such default.

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

The parties hereto agree that this contract may not be assigned by either party hereto unless with the consent of each party hereto in writing and signed.

IN WITNESS WHEREOF, We, the undersigned, have hereunto set our hands and seals on the day and year first mentioned herein.

Elizabeth Balsiger
SELLER

Eldora M. Greene
PURCHASER

STATE OF WASHINGTON)
:ss:
County of Klickitat)

On this day personally appeared before me
ELIZABETH BALSIGER, husband and wife, to me known to be the individuals described in and who executed the within and 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 this 28 day of February, 1957.

Hobart B. Greene
Notary Public in and for the State of
Washington, residing at White Salmon.

STATE OF WASHINGTON)
:ss:
County of Klickitat)

On this day personally appeared before me HOBART B. GREENE and ELDORA GREENE, husband and wife, to me known to be the individuals described in and who executed the within and 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 this 28 day of February, 1957.

Hobart B. Greene
Notary Public in and for the State of
Washington, residing at White Salmon.

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#6269
Mabel J. Jeter
Recorder
Annette S. Hutchinson
Deputy