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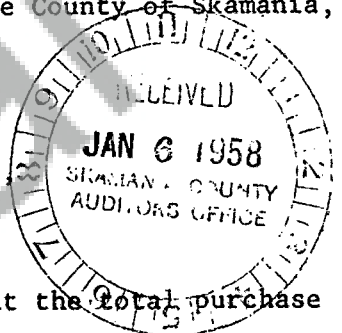
REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 2nd day of January, 1958, by and between MAURICE BALSIGER and MARIAN BALSIGER, husband and wife, hereinafter referred to as sellers and MERTON K. LUBA and GRACE A. LUBA, husband and wife, hereinafter referred to as the purchasers.

W I T N E S S E T H;

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

The S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, Township 3, North Range 10, E. W. M., in Skamania County State of Washington.



The terms and conditions of this contract are as follows: that the total purchase price shall be the sum of TWO THOUSAND SEVEN HUNDRED and no/100 DOLLARS (\$2700.00) of which the sum of FIFTY and no/100 DOLLARS (\$50.00) has been paid by the purchasers unto the sellers, the receipt of which is hereby acknowledged. The balance of TWO THOUSAND SIX HUNDRED FIFTY and no/100 DOLLARS (\$2650.00) shall be payable at the rate of FORTY and no/100 DOLLARS (\$40.00) or more per month including interest therein at the rate of five (5) per cent per annum on all deferred monthly balances. Payments shall commence February 2, 1958 and each and every month thereafter.

The purchaser shall have the right to accelerate any payments of the principal or interest hereunder.

The purchasers herein agree to insure the above described premises against fire or damage by the elements in the sum of \$1500.00.

The purchasers agree to pay before delinquency all taxes and assessments that as may between purchasers and sellers hereafter become a lien on said premises, PROVIDED HOWEVER, that all 1957 taxes shall be the obligation of the sellers.

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.

It is agreed herein that the sellers shall upon full payment of principal and interest due hereunder and provided all other covenants shall have been performed by

the purchasers, the sellers shall provide the purchasers with a policy of title insurance of the premises free and clear of all defects and encumbrances, except possible easements.

Time is of the essence of the contract. In case the purchasers 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 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 of forfeiture and cancellation may be made by registered mail at the following address, to wit: White Salmon, or at such other address as the purchasers will indicate to the sellers in writing.

That the parties hereto agree that this contract may not be assigned by the purchasers hereto unless with the consent of the sellers hereto in writing and signed.

That the purchasers agree that full inspection of the described premises have been made and that neither the sellers of the premises 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 purchasers shall fail to make any payment hereinbefore provided by the purchasers to be made, the sellers may make such payment and any amount so paid by the sellers, together with interest thereon from the date of payment until repaid at the rate of five percent per annum, shall be repayable by the purchasers 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 purchasers to enforce any covenant herein or for payment of installments or otherwise, the purchasers herein agree to stand all cost of court and such other fees as the court may adjudge as reasonable attorney fees herein.

The parties hereto agree that in the event of breach of any terms of this contract herein, the sellers shall repossess the foregoing property, title to any improvements

which may have been erected upon the premises aforescribed, and shall automatically revert to the sellers herein.

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

Merton K. Luba
Grace A. Luba
Purchasers

Maurice Balsiger
Marian Balsiger
Sellers

STATE OF WASHINGTON)
County of Klickitat) ss:

On this day personally appeared before me MAURICE BALSIGER and MARIAN 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 2 day of January, 1958.

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

STATE OF WASHINGTON)
County of Klickitat) ss:

On this day personally appeared before me MERTON K. LUBA and GRACE A LUBA, 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 2 day of January, 1958.

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

RECEIVED
JAN 6 1958
Amount Paid \$ 22.00
Mabel J. Jett
Skamania County Treasurer
Beverly J. Hilling