

50199

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT made and entered into this 7th day
 of March, 1961, between R. D. BIGGERSTAFF ^{CK R.D.B.} and O'DESSA BIGGERSTAFF, ^{CK R.D.B.}
 husband and wife, hereinafter called the "Sellers" and SKAMANIA
 LOGGERS AND CONTRACTORS, INC., a Washington Corporation, herein-
 after called the "Purchaser".

W I T N E S S E T H:

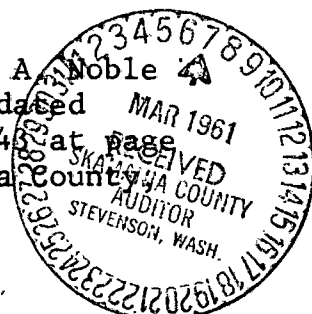
That the sellers agree to sell to the purchaser, and the
 purchaser agrees to purchase of the sellers the following
 described real estate with the appurtenances situated in the
 County of Skamania, State of Washington, to-wit:

Parcel No. 1

Beginning at the intersection of the west line of the
 Robbins D.L.C. with the south line of Section 27,
 Township 3 North, Range 8 E.W.M.; thence north along
 the west line of the said Robbins D.L.C. 20 chains;
 thence east parallel to the south line of the said
 Section 27, 10 chains; thence south parallel to the
 west line of the said Robbins D.L.C. 20 chains to the
 south line of the said Section 27; thence west along
 the south line of the said Section 27, 10 chains to the
 point of beginning;

EXCEPT (1) the following described tract of land:
 Beginning at the intersection of the southeasterly line
 of the Berge Road with the east line of the tract first
 above described 474 feet south of the northeast corner
 thereof; thence south 264 feet; thence west 186 feet
 more or less to intersection with the southeasterly line
 of the said Berge Road; thence northeasterly along the
 Berg Road to intersection with the east line of the
 tract first above described;

EXCEPT (2) a tract of land conveyed to Emil A. Noble
 and Alyce Noble, husband and wife, by deed dated
 October 1, 1953 and recorded October 25, 1948 at page
 584 of Book 29 of Deeds, Records of Skamania County,
 Washington;



EXCEPT (3) a tract of land conveyed to Frank Wm. Birkenfeld and Spencer L. Garwood by deed dated April 30, 1951, and recorded May 28, 1951, at page 495 of Book 33 of Deeds.

EXCEPT (4) the following described tract of land: Beginning at a point 906.6 feet north and 600 feet west of the intersection of the west line of the Robbins D.L.C. and the south line of the said Section 27; thence north 29° west 122.4 feet; thence north $36^{\circ}37'$ east 99.3 feet; thence south 186.8 feet to the point of beginning;

EXCEPT (5) rights of way for public roads including that for the county road known and designated as the Berge Road and for State Highway No. 8 as presently located and established; and right of way for road 20 feet in width granted to Gunnar Johnson by deed dated December 22, 1936, and recorded December 22, 1936, at page 131 of Book 2 of Deeds;

EXCEPT (6) right of way of the Spokane, Portland & Seattle Railway Company;

EXCEPT (7) easements for electric power transmission lines acquired by Public Utility District No. 1 of Skamania County, a municipal corporation, and Pacific Power & Light Company, a corporation.

PARCEL No. 2

Beginning at a point on the south line of the said Section 27, 10 chains east of its intersection with the west line of the Robbins D.L.C.; thence east along the south line of the said Section 27 to intersection with the southerly line of the Spokane, Portland & Seattle Railway Company's right of way; thence in a northwesterly direction following the southerly line of the said railway right of way to a point due north of the point of beginning; thence south to the point of beginning.

The purchase price for the above described property will be the total sum of Eighteen Thousand Dollars (\$18,000.00), of which Five Hundred Dollars (\$500.00) has been paid, receipt whereof is hereby acknowledged, and the balance of the purchase price shall be paid as follows: On June 15, 1961, the sum of One Thousand Dollars (\$1,000.00), together with interest; on

August 15, 1961, the sum of Three Thousand Five Hundred Dollars (\$3,500.00), together with interest; on December 15, 1961, the sum of Three Thousand Dollars (\$3,000.00), together with interest; on September 15, 1962, the sum of Five Thousand Dollars (\$5,000.00) together with interest; and on September 15, 1963 the sum of Five Thousand Dollars (\$5,000.00), together with interest. Interest shall be paid on unpaid balances at the rate of six per cent (6%) per annum.

The purchaser is entitled to take possession of the premises immediately upon the execution of this agreement.

The purchaser agrees to pay taxes and assessments before delinquency.

The purchaser further agrees that it has made inspection of the premises, knows the condition thereof, and accepts the property and improvements in their present condition.

The sellers agree to procure a purchaser's policy of title insurance insuring the purchaser to the full amount of the purchase price and to deliver the policy, together with a good and sufficient warranty deed upon the completion of the payments.

The sellers further agree that after Five Thousand Dollars (\$5,000.00) has been paid as provided herein, to deed Parcel No. 2 to the purchaser free and clear of any encumbrance, and at the option of the purchaser to deed the remainder of the property, being Parcel No. 1, and to accept a note for the then remaining unpaid balance payable on the same terms and conditions.

as herein set forth and secured by a first mortgage against the described property, such mortgage and note to be executed by the authorized officers of the purchaser.

Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

R. D. Bickertoff

O'Wessa Bickertoff
Sellers

SKAMANIA LOGGERS AND CONTRACTORS,
INC., a Washington Corporation

By

Walter J. Devereaux
President

Gary J. Devereaux
Secretary

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this day personally appeared before me R. D. BICERSTAFF and O'DESSA BICERSTAFF, 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 7th day of March, 1961.

No. 3324 San C. McNeill
Notary Public in and for the
State of Washington, residing
at Stevenson, Wn. therein.
TRANSACTION EXCISE TAX
MAR 7 1961
Amount Paid \$180.00
Michael O'Donnell
Skamania County Treasurer
By