

48-113

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 19th day of April, 1961, by and between GEORGE J. PARIS and HELEN M. PARIS, husband and wife, hereinafter referred to as SELLERS, and ROBERT A. NIELSEN and MARILYN D. NIELSEN, husband and wife, hereinafter referred to as PURCHASERS,

W I T N E S S E T H:

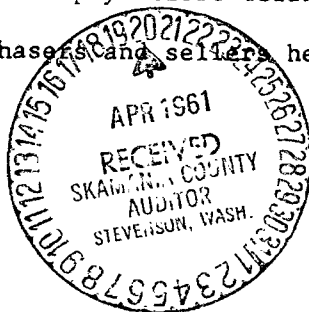
The sellers agree to sell to the purchasers and the purchasers agree to purchase of the sellers the following described real estate, situated in the County of Skamania, State of Washington, to wit:

Lot 4, Block 15 and Lots 1 and 2, Block 16 Manzanola Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; EXCEPTING that part of said Lot 1 lying on the easterly side of the Jessup Road; and EXCEPTING ALSO the following: Commencing at the southeast corner of said Lot 2; thence west 405 feet; thence north 100 feet; thence northeasterly to a point on the east line of said Lot 2 which is 312 feet north of the southeast corner thereof; thence east 245 feet more or less to the westerly line of the said Jessup Road; thence southerly along the westerly line of said Jessup Road to the south line of said Lot 1; thence west along the south line of said Lot 1 to the point of beginning, said tract of land being located in Section 15, Township 3 North, Range 9 E. W. M.

The terms and conditions of this contract are as follows: That the total purchase price shall be the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) of which the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) has been paid by purchasers unto the sellers, the receipt of which is hereby acknowledged. The balance, to wit: the sum of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) shall be paid at the rate of SIXTY DOLLARS (\$60.00) per month including interest at the rate of seven per cent (7%) per annum on deferred unpaid balances, said monthly payments to commence on the 15th day of May, 1961, and each and every successive month thereafter.

The purchasers shall have the privilege of accelerating payment of principal and interest hereunder without penalty.

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.



No. 2256
TRANSACTION EXCISE TAX

APR 20 1961

Amount Paid \$100.00

Margaret A. Osness

Skamania County Treasurer

By Bernard J. Holding, Jr.

1 The purchasers shall assume all hazards or damage to or destruction of any
2 improvements now on said land or hereafter to be placed thereon and of the tak-
3 ing of said premises or any part thereof for public use.

4 That the purchasers shall procure a policy of fire insurance in an amount
5 not less than \$6,000.00 with loss payable to the sellers herein. That in the
6 event of such loss or damage to said premises by fire or the elements, then the
7 proceeds of said insurance policy shall be payable to the respective parties as
8 their interests may appear at the time of such loss or damage.

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

12 The sellers agree that they shall thirty days prior to the last payment
13 procure a policy of title insurance in the sum of \$ 10,000.⁰⁰.

14 Time is of the essence of this contract. In case the purchasers shall fail
15 to make any payment of the said purchase price promptly at the time the same
16 shall become due as hereinbefore provided or promptly to perform any covenant
17 or agreement aforesaid, the sellers may elect to declare forfeiture and cancel-
18 lation of this contract; and upon such election being made, all rights of the
19 purchasers hereunder shall cease and determine and any payments theretofore made
20 hereunder by the purchasers shall be retained by the sellers in liquidation of
21 all damages sustained by reason of such failure. Service of all demands, notices
22 or other papers with respect to such declaration of forfeiture and cancellation
23 may be made by registered mail at the following address, to wit:

24 Cook, Washington

25 or at such other address as the purchasers will indicate in writing to the
26 sellers.

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

30 In case the purchasers shall fail to make any payment hereinbefore provided
31 by the purchasers to be made, the sellers may make such payment and any amount
32 so paid by the sellers together with interest therefrom the date of payment until

repaid at the rate of six per cent 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.

The purchasers agree that full inspection of the described premises has been made and that neither the sellers 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.

This instrument shall be binding in the respective heirs, executors, assigns or successors of the parties hereto as if they were made a part hereof.

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

George J. Paris
Helen M. Paris
SELLERS

Robert A. Nielsen
Marilyn D. Nielsen
PURCHASERS

STATE OF WASHINGTON)
)ss
County of Klickitat)

On this day personally appeared before me GEORGE J. PARIS and HELEN M. PARIS, 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 official hand and seal this 19th day of April, 1961.

[Signature]
Notary Public for State of Wash.
Residing at White Salmon

STATE OF WASHINGTON)
)ss
County of Klickitat)

On this day personally appeared before me ROBERT A. NIELSEN and MARILYN D. NIELSEN, 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 official hand and seal this 19th day of April, 1961.

[Signature]
Notary Public for State of Wash.
Residing at White Salmon