

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 9th day of June, 1962, by and between ROBERT J. STEVENSON and ALLIE L. STEVENSON, husband and wife, hereinafter referred to as SELLERS, and CLIFTON SMITH and JUDITH SMITH, husband and wife, hereinafter referred to as PURCHASERS.

WITNESSETH:

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

Beginning at a point 660 feet south of the northeast corner of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 20, Township 3 North, Range 8 East, W.M.; thence west 448 feet; thence north 313 feet; thence east 448 feet; thence south 313 feet to the point of beginning;

EXCEPT right of way granted to the State of Washington for Secondary State Highway No. 8-C.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of FIVE THOUSAND, FIVE HUNDRED DOLLARS (\$5,500.00) of which the sum of SIX HUNDRED AND NINETY-SIX DOLLARS (\$696.00) has been paid down by purchasers unto the sellers, the receipt of which is hereby acknowledged; the balance, to wit, the sum of FOUR THOUSAND, EIGHT HUNDRED AND FOUR DOLLARS (\$4,804.00) shall be payable at the rate of \$ 50.00 per month, including interest at the rate of seven per cent (7%) per annum on all deferred balances. First monthly payment shall become payable one month from date of this contract and continue each and every month thereafter on said date until entire balance of principal and interest has been paid in full.

It is agreed that the purchasers shall procure at their expense a policy of fire insurance in the sum of not less than \$ 6000.00 with loss payable to the respective parties as their interests may appear at the time of such loss occurring, if any.

This contract shall not be assignable by the purchasers without the consent of the sellers in writing and attached hereto.

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.

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

7 The sellers herein agree to provide title insurance prior to the last pay-
8 ment of the contract entered into, showing the premises to be free and clear of
9 all encumbrances or defects of title.

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

19 Carson, Washington

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

21 The purchasers agree that full inspection of the described premises has
22 been made and that neither the sellers or assigns shall be held to any covenant
23 respecting the conditions of any improvements on said premises nor to any agree-
24 ment for alterations, improvements or repairs unless the covenant to be relied
25 upon be in writing and attached to and made a part of this contract as hereinbe-
26 fore provided.

27 In case the purchasers shall fail to make any payment hereinbefore provided
28 by the purchasers to be made, the sellers may make such payment and any amount
29 so paid by the sellers, together with interest thereon from the date of payment
30 until repaid at the rate of six per cent (6%) per annum shall be repayable by
31 the purchasers on demand without prejudice to any other right the sellers might
32 have by reason of such default.

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1 In the event that action or suit be brought in the contract by the sellers
2 against the purchasers to enforce any covenant herein or for payment of install-
3 ments or otherwise, the purchasers herein agree to stand all costs of court and
4 such fees as the court may adjudge as reasonable attorney's fees herein.

5 This indenture shall be binding on the heirs, assigns, successors and
6 personal representatives of the parties hereto as if they were made a party
7 thereof.

8 IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and
9 seals this day and year first above written.

10 Robert J. Stevenson Clifton W. Smith
11 Ellen J. Stevenson Ruth M. Smith
12 SELLERS PURCHASERS

13 STATE OF WASHINGTON)
14)ss
15 County of Klickitat)

16 On this day personally appeared before me ROBERT T. J. STEVENSON and ALLIE
17 L. STEVENSON, husband and wife, to me known to be the individuals described in
18 and who executed the within and foregoing instrument and acknowledged that they
19 signed the same as their free and voluntary act and deed for the uses and pur-
20 poses therein mentioned.

21 GIVEN under my hand and official seal this 9th day of June, 1962.

22 Grant J. Saulie
23 Notary Public in and for the State of
24 Washington, residing at White Salmon

25 STATE OF WASHINGTON)
26)ss
27 County of Klickitat)

28 On this day personally appeared before me CLIFTON SMITH and RUTH SMITH,
29 husband and wife, to me known to be the individuals described in and who executed
30 the within and foregoing instrument and acknowledged that they signed the same
31 as their free and voluntary act and deed for the uses and purposes therein men-
32 tioned.

33 GIVEN under my hand and official seal this 9th day of June, 1962.

34 Grant J. Saulie
35 Notary Public for State of Washington
36 Residing at White Salmon

37 No.
38 TRANSACTION EXCISE TAX
39 JUN 13 1962
40 Amount Paid 255.00
41 Mildred O. Donnell
42 Skamania County Treasurer
By Beverly J. Hilling, Dep.

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