

61263

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 15th day of February, 1963, by and between GEORGE E. BALSIGER and ELIZABETH BALSIGER, husband and wife, hereinafter referred to as SELLERS, and WILLIAM STOUT and DOROTHY STOUT, 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 Skamania County, 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 Three (3) North, Range Ten (10) east, W.M.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of THREE THOUSAND DOLLARS (\$3,000.00), payable at the rate of FIVE HUNDRED DOLLARS (\$500.00) per year, including interest at the rate of six per cent (6%) per annum on all deferred balances. First yearly payment shall become payable October 1963 and shall be payable each and every year thereafter in October of said years 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 \$3,000.00 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 sellers shall pay all taxes up to the year 1963, and the purchasers shall be liable for all 1963 taxes and each and every year thereafter; and said purchasers agree to pay before delinquency all taxes and assessments that as may between purchasers and sellers hereafter become a lien on said premises.

The purchasers 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 sellers agree that on full payment of said purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchasers a good

and sufficient warranty deed of said described premises.

Time is of the essence of this 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 purchasers 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:

Underwood, Washington

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

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 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 six per cent (6%) 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 costs of court and such fees as the court may adjudge as reasonable attorney's fees herein.

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

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

Elmer E. Balsiger
Elmer E. Balsiger
 SEELERS

William W. Stout
William W. Stout
 PURCHASERS

STATE OF WASHINGTON)
)ss
 County of Klickitat)

On this day personally appeared before me GEORGE E. BALSIGER and 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 5th day of February, 1963.

Pauline G. Anderson
 Notary Public for State of Washington
 Residing at White Salmon

STATE OF WASHINGTON)
)ss
 County of Klickitat)

On this day personally appeared before me WILLIAM STOUT and DOROTHY STOUT, 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 15th day of February, 1963.

Pauline G. Anderson
 Notary Public for State of Washington
 Residing at White Salmon

No. 17-1
TRANSACTION EXCISE TAX
MAR 19 1963
 Amount Paid \$30.00
Michael O'Donnell
 Skamania County Treasurer
 By

STATE OF WASHINGTON,)
 COUNTY OF KICKITAT)
 Filed for record this 14th day of Feb. A.D. 1963
 minutes book 1 of Book 7-M
 and recorded at the request of
Grant J. Saulie
 Book 135 of 1-5-63
 Records of Klickitat County, Washington
 Page 163
Pauline G. Anderson
 Notary Public

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 Balsiger to Stout