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REAL ESTATE CONTRACT OF SALE

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THIS AGREEMENT, made and entered into this 5th day of September, 1963, by and between JAMES T. MERIWETHER and LOIS J. MERIWETHER, husband and wife, hereinafter referred to as SELLERS, and RICHARD L. MOORE and SHIRLEY A. MOORE, 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 County of Skamania, State of Washington, to wit:

The East Half (E½) of Lot 5 and the East Half (E½) of Lot 6 of Block Two of HAMILTON'S FIRST ADDITION TO THE TOWN OF UNDERWOOD according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of TWO THOUSAND DOLLARS (\$2,000.00), of which the sum of FORTY DOLLARS (\$40.00) has been paid down, the receipt of which is hereby acknowledged; and the balance of ONE THOUSAND, NINE HUNDRED AND SIXTY DOLLARS (\$1960.00) shall be payable at the rate of FORTY DOLLARS (\$40.00) per month. That a total of TWO HUNDRED DOLLARS (\$200.00) interest will be paid on said purchase price, payable at the rate of FOUR DOLLARS (\$4.00) per month, and that one month's interest has been paid down, the receipt of which is hereby acknowledged. Said monthly payments of principal of \$40.00 together with interest payment of \$4.00 shall continue each and every month hereafter on the 15th day of each month until entire balance of principal and interest has been paid in full. Purchasers shall have the right to accelerate any payments of the principal or interest hereunder.

It is agreed that the purchasers shall procure at their expense a policy of fire insurance in the sum of not less than \$2,000.00 with loss payable to the respective parties as their interests may appear at the time of such loss occurring, if any.

The purchasers shall be entitled to immediate possession.

The sellers shall pay the 1963 taxes and thereafter 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 Time is of the essence of this contract. In case the purchasers shall
8 fail to make any payment of the said purchase price promptly at the time the
9 same shall become due as hereinbefore provided or promptly to perform any cov-
10 enant or agreement aforesaid, the sellers may elect to declare forfeiture and
11 cancellation of this contract; and upon such election being made, all rights of
12 the purchasers hereunder shall be retained by the sellers in liquidation of all
13 damages sustained by reason of such failure. Service of all demands, notices or
14 other papers with respect to such declaration of forfeiture and cancellation may
15 be made by registered mail at the following address, to wit:

16
17 or at such other address as the purchasers will indicate to the sellers in writing.

18 The purchasers agree that full inspection of the described premises has been
19 made and that neither the sellers or assigns shall be held to any covenant res-
20 pecting the conditions of any improvements on said premises nor to any agreement
21 for alterations, improvements or repairs unless the covenant to be relied upon be
22 in writing and attached to and made a part of this contract as hereinbefore
23 provided.

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

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

32 (Meriwether to Moore-page 2)

1 That this contract shall not be assignable by the purchasers without the
2 consent of the sellers in writing and attached hereto.

3 It is understood and acknowledged between the parties hereto that the
4 sellers are obligated to National Bank of Commerce of Seattle, White Salmon
5 Branch, in the sum of \$267.60 as the balance due on sellers' mortgage to said
6 bank; and the sellers herein agree to keep current their mortgage payments and
7 pay off said mortgage and thereafter obtain the bank's release of said mortgage
8 before this contract shall have been paid in full.

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

11 James H Meriwether Richard L Moore
12 Mrs Lois J Meriwether Shirley A Moore
13 **SELLERS** **PURCHASERS**

14 STATE OF WASHINGTON)
15)ss
16 County of)

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

22 GIVEN under my hand and official seal this 5th day of September, 1963.

23 No. 4135
24 **TRANSACTION EXCISE TAX** Notary Public for State of Washington
25 Residing at

OCT 14 1963

26 STATE OF WASHINGTON) Amount Paid 20.00
27)ss Michael O'Donnell
28 County of Klickitat) Skamania County Treasurer
29 by

30 On this day personally appeared before me RICHARD L. MOORE and SHIRLEY A.
31 MOORE, husband and wife, to me known to be the individuals described in and who
32 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 September, 1963.

Notary Public for State of Washington
Residing at White Salmon



(Meriwether to Moore page 3)