

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 21st day of February, 1964, by and between FRED W. FRAZER and EVA K. FRAZER, husband and wife, hereinafter referred to as SELLERS, and J. WALTER GOSNELL and RUTH ANN GOSNELL, husband and wife, and DAVID G. TURNBULL and MARTHA A. TURNBULL, 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:

All that portion of the West Half of the Northeast Quarter of the Southwest Quarter ($W\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 21, Township 3 North, Range 10 E. W. M., lying southeasterly of the county road known and designated as the Underwood-Willard Highway.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of TEN THOUSAND, SEVEN HUNDRED DOLLARS (\$10,700.00) of which the sum of TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00) has been paid down by purchasers unto the sellers, the receipt of which is hereby acknowledged; the balance, to wit, the sum of EIGHT THOUSAND, TWO HUNDRED DOLLARS (\$8,200.00) shall be payable at the rate of SEVEN HUNDRED DOLLARS (\$700.00) per year, or more, plus interest at the rate of five and one-half ($5\frac{1}{2}\%$) per cent per annum on all deferred balances. First yearly payment shall become payable on the 28th day of February, 1965, and continue each and every year thereafter on said date 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 \$6,000.00 with loss payable to the respective parties as their interests may appear at the time of such loss occurring, if any.

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

3 It is agreed that this transaction will be placed in escrow with National
4 Bank of Commerce of Seattle, White Salmon Branch.

5 The sellers and purchasers herein agree that the purchasers shall have the
6 right and privilege to build, construct and maintain an access road to the
7 premises hereinabove described from the county road known as the Underwood-
8 Willard Highway to the existing dwelling upon said described premises, such
9 access road not to exceed thirty feet in width; and further, the said purchasers
10 shall have the right to improve buildings and construct improvements thereupon
11 said property, provided, however, that the purchasers herein agree to exonerate
12 and hold harmless the sellers from any and all liability for said improvements
13 by way of any indebtednesses which may arise thereupon.
14

15 The sellers herein by this agreement convey no water rights appurtenant to
16 said land, except, however, that existing pipeline commencing at a point where
17 the present Public Utility District water line crosses the existing water line
18 on said premises shall be appurtenant to the premises herein described and shall
19 pass under the terms of this agreement unto the purchasers; and the purchasers
20 shall thereafter be obligated to negotiate with the said Public Utility District
21 for procurement of water supply for themselves; and to this extent the said
22 sellers shall not be in any way obligated to supply any form of water or water
23 rights thereunto said purchasers.
24

25 The purchasers agree to pay before delinquency all taxes and assessments
26 that as may between purchasers and sellers hereafter become a lien on said
27 premises.
28

29 The purchasers shall assume all hazards or damage to or destruction of any
30 improvements now on said land or hereafter to be placed thereon and of the tak-
31 ing of said premises or any part thereof for public use.
32

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

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

13
14 Carson, Washington

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

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

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

29 In the event that action or suit be brought in the contract by the sellers
30 against the purchasers to enforce any covenant herein or for payment of install-
31 ments or otherwise, the purchasers herein agree to stand all costs of court and
32 (Frazer to Gosnell and Turnbull - page 3)

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.

Fred W. Frazer
Eva K. Frazer
 SELLERS

J. Walter Gosnell
Ruth Ann Gosnell
David G. Turnbull
Martha A. Turnbull
 PURCHASERS

STATE OF WASHINGTON)
)ss
 County of Klickitat)

On this day personally appeared before me FRED W. FRAZER and EVA K. FRAZER, 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 21st day of February, 1964.

Frank A. Johnson
 Notary Public for State of Washington
 Residing at White Salmon

STATE OF WASHINGTON)
)ss
 County of Klickitat)

On this day personally appeared before me J. WALTER GOSNELL and RUTH GOSNELL, 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 21st day of February, 1964.

TRANSACTION EXCISE TAX
 FEB 25 1964

Frank A. Johnson
 Notary Public for State of Washington
 Residing at White Salmon

STATE OF WASHINGTON)
)ss
 County of Klickitat)

Amount Paid \$107.00
Michael O'Rourke
 Skamania County Treasurer
 By Beverly J. Halliday, Sec.

On this day personally appeared before me DAVID G. TURNBULL and MARTHA A. TURNBULL, 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 21st day of February, 1964.

Frank A. Johnson
 Notary Public for State of Washington
 Residing at White Salmon

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