

32931

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 12th day of March, 1964, by and between W. J. KELLY and OLGA R. KELLY, husband and wife, hereinafter referred to as SELLERS, and ERNEST TRACHSEL and BARBARA TRACHSEL, 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:

That certain parcel of property situated in section 14, township 3 north, range 9 east, W.M., described as follows:

Beginning at a point south 57° east and a distance of 222 feet from the quarter corner common to sections 14 and 15, said township 3 north, range 9 east, W.M.; thence south a distance of 154 feet to a point; thence east 154 feet to a point; thence north 154 feet to a point; thence west 154 feet to a point of beginning. Said lot containing .54 acre, more or less.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of ONE THOUSAND, ONE HUNDRED DOLLARS (\$1,100.00) of THREE HUNDRED DOLLARS (\$300.00) *B.J.C.T.* which the sum of ~~EIGHTY DOLLARS (\$80.00)~~ has been paid down by purchasers unto the sellers, the receipt of which is hereby acknowledged; the balance, to wit, EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00) *B.J.C.T.* the sum of ~~ONE THOUSAND AND TWENTY DOLLARS (\$1,020.00)~~ shall be payable at the rate of TWENTY-FIVE DOLLARS (\$25.00) per month, including interest at the rate of six per cent (6%) per annum on all deferred balances. First monthly payment shall become payable on the 12th day of ~~April~~ *B.J.C.T.* March, 1964, 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 \$1,100.00 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 The purchasers agree to pay before delinquency all taxes and assessments
4 that as may between purchasers and sellers hereafter become a lien on said premises.

5 The purchasers shall assume all hazards or damage to or destruction of any
6 improvements now on said land or hereafter to be placed thereon and of the taking
7 of said premises or any part thereof for public use.

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

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

20 White Salmon, Washington
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22 or at such other address as the purchasers will indicate to the sellers in writing.

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

28 In case the purchasers shall fail to make any payment hereinbefore provided
29 by the purchasers to be made, the sellers may make such payment and any amount so
30 paid by the sellers, together with interest thereon from the date of payment

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1 until repaid at the rate of six per cent (6%) per annum shall be repayable by
2 the purchasers on demand without prejudice to any other right the sellers might
3 have by reason of such default.

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

8 The purchasers agree not to make any contract for the construction, repair,
9 or improvement on, in, of, or to the demised premises, or any part thereof, or
10 for any work to be done or materials to be furnished on or to demised premises,
11 or any part thereof, without providing in such contract or agreement that no
12 lien of mechanics or materialmen shall be created or shall arise against above
13 described land and/or the building or improvements at any time located thereon.
14 All persons furnishing any work, labor or materials, as well as all other per-
15 sons whatsoever, shall be bound by this provision and by the notice thereof from
16 and after the date of this contract, and notice is hereby given that no mechanic s
17 lien, materialmen's lien, or any other incumbrance made by or obtained against
18 the purchasers, or their interest in said demised land and/or the building or im-
19 provements thereon, shall in any manner or degree affect the title or interest of
20 the sellers in said land and/or the building or improvements thereon. To that
21 end, the purchasers further agree that they will not make any contract or agreement,
22 either oral or written, for any labor, services, fixtures, material or supplies
23 in connection with altering, repairing or improving any building or improvement
24 on demised premises without providing in such contract or agreement that the con-
25 tractor or contractors waive all right to a mechanic's lien, and waive all right
26 of any subcontractor or subcontractors to mechanics' liens, by reason of furnish-
27 ing any labor, services and/or material under such contract or contracts, whether
28 written or oral, and that such contract or contracts shall, upon execution, be
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immediately filed in the office of the recorder of deeds of Skamania County, Washington, and a copy thereof lodged with the sellers.

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.

W. J. Kelly
Olga R. Kelly
 SELLERS

Ernest Trachsel
Barbara Trachsel
 PURCHASERS

STATE OF WASHINGTON)
)SS
 County of Klickitat)

On this day personally appeared before me W. J. KELLY and OLGA R. KELLY, 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 12th day of March, 1964.

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 ERNEST TRACHSEL and BARBARA TRACHSEL, 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 12th day of March, 1964.

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

No:

TRANSACTION EXCISE TAX

MAR 13 1964

Amount Paid \$11.00

Mervin O'Donnell

Skamania County Treasurer

By Genevieve J. Haller, Dep.

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