

68168

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 31st day of March, 1964, by and between GEORGE E. BALSIGER and ELIZABETH BALSIGER, husband and wife, herein-after referred to as SELLERS, and RAYMOND G. DUGDALE and ZELMA R. DUGDALE, 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 THIRTY-FIVE DOLLARS (\$35.00) per month, including interest at the rate of six per cent (6%) per annum on all deferred balances. First monthly payment shall become payable October 1, 1964, and continue each and every month thereafter 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 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.

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.

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.

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.

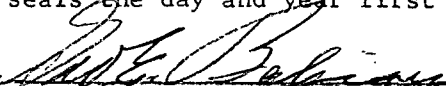
In case the purchasers shall fail to make any payment hereinbefore provided by the purchasers to be made, the sellers may make such payment and any amount so paid by the sellers, together with interest thereon from the date of payment until repaid at the rate of six per cent (6%) per annum shall be repayable 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.

The purchasers agree not to make any contract for the construction, repair or improvement on, in, of, or to the demised premises, or any part thereof, or for any work to be done or materials to be furnished on or to demised premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against above described land and/or the building or improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever, shall be bound by this provision and by the notice thereof from and after the date of this contract, and notice is hereby given that no mechanic's lien, materialmen's lien, or any other incumbrance made by or obtained against the purchasers, or their interest in said demised land and/or the building or improvements thereon, shall in any manner or degree affect the title or interest of the sellers in said land and/or the building or improvements thereon. To that end, the purchasers further agree that they will not make any contract or agreement, either oral or written, for any labor, services, fixtures, material or supplies in connection with altering, repairing or improving any building or improvement on demised premises without providing in such contract or agreement that the contractor or contractors waive all right to a mechanic's lien, and waive all right of any subcontractor or subcontractors to mechanics' liens, by reason of furnishing any labor, services and/or material under such contract or contracts, whether written or oral, and that such contract or contracts shall, upon execution, be immediately filed in the office of the recorder of deeds of Klickitat 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.


 Elizabeth Balazs
 SELLERS


 P.O. Dugdale
 PURCHASERS

No. 4333
 TRANSACTION EXCISE TAX
 MAY 1 1964

-3 Amount Paid 30.00

Skamania County Treasurer

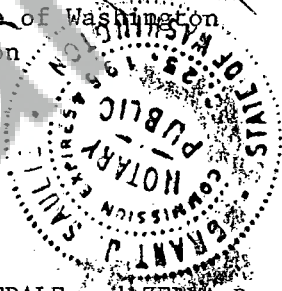
By

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 24 day of March, 1964.

[Signature]
 Notary Public for State of Washington
 Residing at White Salmon



STATE OF WASHINGTON)
)ss
 County of Klickitat)

On this day personally appeared before me RAYMOND G. DUGDALE and ZEEMA R. DUGDALE, 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 31st day of March, 1964.

[Signature]
 Notary Public for State of Washington
 Residing at White Salmon

