

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 11th day of July, 1964, by and between FRED W. FRAZER and EVA K. FRAZER, husband and wife, hereinafter referred to as SELLERS, and JERRY J. UHLIK and ELIZABETH J. UHLIK, 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:

A tract of land located in the South Half of the Southwest Quarter of the Northeast Quarter ($S\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 21, Township 3 North, Range 10 E. W. M., described as follows:

Beginning at the intersection of the center line of the county road known and designated as the Underwood-Willard Highway with the north line of the $S\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 21, said point being 540.52 feet west of the northeast corner of the $S\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 21; thence west 28.46 feet to the westerly right of way line of said highway and the initial point of the tract hereby described; thence following the north line of the $S\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 21 west 280 feet; thence south 285 feet, more or less, to intersection with the northwesterly right of way line of said highway; thence following said northwesterly right of way line north $43^{\circ} 47'$ east to the initial point.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00) of which the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) has been paid down by purchasers unto sellers, the receipt of which is hereby acknowledged; the balance, to wit, the sum of FIVE HUNDRED DOLLARS (\$500.00) shall be payable in full one year from date of this contract, plus interest at the rate of five per cent (5%) per annum. The purchasers shall have the right to pay the entire amount at any time prior thereto.

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

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 to pay the taxes due and payable in 1964 and thereafter
5 purchasers agree to pay before delinquency all taxes and assessments that as may
6 between purchasers and sellers hereafter become a lien on said premises.

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

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

21 Underwood, Washington

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

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

30 In case the purchasers fail to make any payment hereinbefore provided by
31 the purchasers to be made, the sellers may make such payment and any amount so
32 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 This indenture shall be binding on the heirs, assigns, successors and per-
9 sonal representatives of the parties hereto as if they were made a party thereof.

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

12
13 Fred W. Frazer Jerry J. Uhlík
14 Eva K. Frazer Elizabeth J. Uhlík
15 SELLERS PURCHASERS

16 STATE OF WASHINGTON)
17)ss
18 County of Klickitat)

19 On this day personally appeared before me FRED W. FRAZER and EVA K. FRAZER,
20 husband and wife, to me known to be the individuals described in and who executed
21 the within and foregoing instrument and acknowledged that they signed the same
22 as their free and voluntary act and deed for the uses and purposes therein
23 mentioned.

24 GIVEN under my hand and official seal this 26th day of August, 1964.

25 No. 1000
26 **TRANSACTION EXCISE TAX**
27 STATE OF WASHINGTON) Frank A. Johnson
28)ss AUG 27 1964 Notary Public for State of Washington
29 County of Klickitat) Amount Paid 7.50 Residing at White Salmon
30 Michael J. O'Donnell
31 Skamania County Treasurer

32 On this day personally appeared before me JERRY J. UHLIK and ELIZABETH J.
UHLIK, 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 26th day of August, 1964.

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