

3345

## REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 14th day of July, 1964, by and between FRED W. FRAZER and EVA K. FRAZER, husband and wife, hereinafter referred to as SELLERS, and JAMES H. CASSELL, a single person, hereinafter referred to as PURCHASER,

## W I T N E S S E T H:

The sellers agree to sell to the purchaser and the purchaser agrees to purchase of the sellers the following described real estate situated in Skamania County, State of Washington, to wit:

The north 660 feet of the East Half of the Southeast Quarter of the Northwest Quarter ( $E\frac{1}{2}$   $SE\frac{1}{4}$   $NW\frac{1}{4}$ ) of Section 21, Township 3 North, Range 10 E. W. M.;

A strip of land 30 feet in width described as follows: The north 558 feet of the West Half of the Southeast Quarter of the Northwest Quarter ( $W\frac{1}{2}$   $SE\frac{1}{4}$   $NW\frac{1}{4}$ ) of Section 21, Township 3 North, Range 10 E. W. M., EXCEPT the north 528 feet thereof.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of FIVE THOUSAND, FIVE HUNDRED DOLLARS (\$5,500.00) of which the sum of ONE THOUSAND DOLLARS (\$1,000.00) has been paid down by purchaser unto the sellers, the receipt of which is hereby acknowledged; the balance, to wit, the sum of FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$4,500.00) shall be payable at the rate of FIVE HUNDRED DOLLARS (\$500.00) semi-annually, including interest at the rate of five and one-half per cent ( $5\frac{1}{2}\%$ ) per annum on all deferred balances. First semi-annual payment shall become payable six months from date of this contract and continue at said schedule aforesaid until entire balance of principal and interest has been paid in full. Purchaser shall have the right to accelerate any payments of the principal or interest hereunder.

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

The purchaser agrees to pay before delinquency all taxes and assessments

1 that as may between purchasers and sellers hereafter become a lien on said  
2 premises.

3 The purchaser shall assume all hazards or damage to or destruction of any  
4 improvements now on said land or hereafter to be placed thereon and of the tak-  
5 ing of said premises or any part thereof for public use.

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

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

18 1381 Washington St., Apt. 7, San Francisco, California

19 or at such other address as the purchaser will indicate to the sellers in writing.

20 The purchaser agrees that full inspection of the described premises has been  
21 made and that neither the sellers or assigns shall be held to any covenant  
22 respecting the conditions of any improvements on said premises nor to any agree-  
23 ment for alterations, improvements or repairs unless the covenant to be relied  
24 upon be in writing and attached to and made a part of this contract as hereinbe-  
25 fore provided.

26 In case the purchasers shall fail to make any payment hereinbefore provided  
27 by the purchasers to be made, the sellers may make such payment and any amount  
28 so paid by the sellers, together with interest thereon from the date of payment  
29 until repaid at the rate of six per cent (6%) per annum shall be repayable by  
30  
31  
32

the purchaser 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 purchaser to enforce any covenant herein or for payment of installments or otherwise, the purchaser herein agrees to stand all costs of court and such fees as the court may adjudge as reasonable attorney's fees herein.

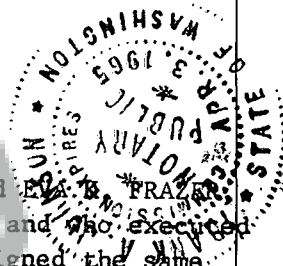
This indenture shall be binding on the heirs, assigns, successors and personal representatives of the parties hereto as if they were made a party thereof.

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

James H. Cassell  
 PURCHASER

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 14th day of July, 1964.

No. 4418  
**TRANSACTION EXCISE TAX**

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

STATE OF CALIFORNIA) JUL 20 1964  
 ) Amount Paid 55.02  
 City and County of ) ss Michael D. Danell  
 San Francisco ) Skamania County Treasurer  
 ) By \_\_\_\_\_

On this day personally appeared before me JAMES H. CASSELL, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of July, 1964.

H. I. Stratton  
 Notary Public for State of California  
 Residing at San Francisco.

My Commission Expires  
 December 10, 1966

**H. I. STRATTON**  
 NOTARY PUBLIC IN AND FOR THE  
 CITY AND COUNTY OF SAN FRANCISCO  
 STATE OF CALIFORNIA