

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 16th day of May, 1965, by

and between RUSSELL C. McVAY and W. G. McVAY, unmarried persons, as tenants in common, hereinafter referred to as SELLERS, and R. CLARK ZIEGLER and CAROL ZIEGLER, 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 portion of the southwest quarter of the northeast quarter of section 19, township 3 north, range 10 east, W.M., more particularly described as follows:

Commencing at a point at which the county road, commonly known and designated as the Kollock Road, intersects with the private road commonly known as the McVay Camp Road as is now laid out and has been laid out upon the ground, as a point of beginning, thence east along the northerly line of the said Kollock County Road to a point of its intersection with the east line of the said southwest quarter of the northeast quarter of section 19, township 3 north, range 10 east, W.M.; thence north along said east line of said southwest quarter of the northeast quarter of section 19, township 3 north, range 10 east, W.M., to a point where said line intersects with the McVay Camp Road as it is now laid out and exists upon the ground; thence from said point of intersection in a southwesterly direction along the easterly line of said McVay Camp Road to a point of its intersection with the point of beginning herein described, the same being a triangular parcel of land consisting of approximately five acres, more or less.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of SIX THOUSAND, FIVE HUNDRED DOLLARS (\$6,500.00) 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 FOUR THOUSAND DOLLARS (\$4,000.00) shall be payable in three equal annual installments, the first annual payment to commence one year from date of execution of this agreement and each year thereafter on said date until the entire balance has been paid in full; provided, however, that the first \$2,000.00 payable upon the balance herein on the above schedule shall bear no interest but that after the purchasers shall pay \$2,000.00 on the

1 principal balance, then the remaining balance of \$2,000.00 shall bear interest
2 at the rate of five per cent (5%) per annum on said unpaid balance.

3 The sellers and purchasers herein acknowledge that the sellers are the
4 owners of a certain reservoir water tank situated on the sellers' premises; and
5 the sellers herein agree to provide the purchasers sufficient water for agri-
6 cultural spray uses coincident with the proper husbandry of fruit crops situated
7 thereon in an amount annually not to exceed 15,000 gallons of water, which water
8 shall be considered part of the sale of the premises hereinabove described;
9 provided, further, however, that in such event of Act of God or elements beyond
10 control of the sellers shall occur which should cause a shortage of said water,
11 the said sellers shall not be directly liable unto the purchasers in such event.

13 That in connection with the water usage and furnishing as herein mentioned,
14 purchasers herein agree that said water gallonage as herein prescribed shall be
15 used for agricultural spray purposes and no domestic or irrigation use.

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

19 The purchasers agree to pay before delinquency all taxes and assessments
20 that as may between purchasers and sellers hereafter become a lien on said
21 premises.

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

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

29 It is agreed between the parties hereto that all improvements placed on said
30 premises by purchasers shall become the property of the sellers in event of
31 default of said purchasers.

32 McVay to Ziegler - page 2

1 That the purchasers understand that the premises herein being sold consist
2 of fruit-bearing trees, and the purchasers agree to exercise all good practices
3 of husbandry during the tenure of this contract and to this extent shall permit
4 the sellers reasonable rights of inspection of said premises during the tenure
5 of this contract.

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

15 Underwood, Washington

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

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

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 McVay to Ziegler - page 3

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.

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. G. McVay

R. Clark Ziegler

Russell C. McVay

Carol Ziegler

SELLERS

PURCHASERS

STATE OF WASHINGTON)

)ss

County of Klickitat)

TRANSACTION EXCISE TAX

JUN 22 1965

Amount Paid 65.00

On this day personally appeared before me Russell C. McVAY and W. G. McVAY, unmarried persons, 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 May, 1965.

Notary Public for State of Washington
Residing at White Salmon

STATE OF WASHINGTON)

)ss

County of Klickitat)

On this day personally appeared before me R. CLARKZIEGLER and CAROL ZIEGLER, 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 May, 1965.

Notary Public for State of Washington
Residing at White Salmon

McVay to Ziegler - page 4