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REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 3 nd day of March, 1965, by and between FLOYD L. SUTHERLAND, a single person, hereinafter referred to as SELLER, and PETER H. GROVE and AVA E. GROVE, husband and wife, hereinafter referred to as PURCHASERS,

WITNESSETH:

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

East half of the southwest quarter of the northwest quarter and the east half of the west half of the southwest quarter of the northwest quarter, all in section twenty-two (22), 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) of which the sum of TEN DOLLARS (\$10.00) has been paid down by purchasers unto the seller, the receipt of which is hereby acknowledged; the balance, to wit, the sum of TWO THOUSAND, NINE HUNDRED AND NINETY DOLLARS (\$2,990.00) shall be payable at the rate of ONE HUNDRED DOLLARS (\$100.00) per annum. First annual payment shall become payable June 10, 1965, and continue each and every year thereafter on said date until entire balance of principal and interest has been paid in full. This contract shall bear interest at the rate of three per cent per annum on the unpaid annual balances and all interest hereunder shall be payable at the within prescribed rate on an annual basis commencing on the 10th day of December, 1965, and each and every year thereafter on said date until this contract has been fully paid. The purchasers shall reserve the right to accelerate all payments of principal and interest hereunder during the term of this agreement.

It is hereby understood by and between the parties hereto that the said seller shall reserve for the rest of his natural life a life estate with the

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right to the use and occupancy during his life time of all of the buildings, including dwelling and outbuildings situated upon the within described real estate during his natural life; and upon his death, said usage shall cease.

The seller shall pay the current 1965 taxes assessed against said property and thereafter the first \$25.00 each year of all taxes due, and the purchasers shall pay the balance thereof on each successive year thereafter.

The seller will keep the buildings insured at his own expense with himself named as loss payee.

This contract shall not be asignable by the purchasers without the consent of the seller: in writing and attached hereto.

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 tak ing of said premises or any part thereof for public use.

The seller agrees that on full payment of said purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchasers good and sufficient warranty deed of said described premises.

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 seller 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 seller 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 sell in writing.

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The purchasers agree that full inspection of the described premises has been made and that neither the seller or assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor 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 seller may make such payment and any amount so paid by the seller, 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 seller might have by reason of such default.

In the event that action or suit be brought in the contract by the seller 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.

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

Floyd C. Jutherland

No. CONTRACTION EXCISE TAX PURCHASERS

STATE OF WASHINGTON)

)ss County of Klickitat) MAR 4 1965

Amount Paid 30 00

Middel Wannell

Skamania County Treasurer

County of Klickitat)

On this day personally appeared before me FLOYD L. SUTHERLAND and PETER H. GROVE and AVA E. GROVE, 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 $\frac{3^{\kappa}}{4}$ day of March, 1965.



Notary Public for State of Washington Residing at White Salmon

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By .