

REAL ESTATE CONTRACT OF SALE

8004 54 430

THIS AGREEMENT, made and entered into this 17th day of August, 1965,

by and between HARVEY D. KELCHNER, a single man, hereinafter referred to as
SELLER, and JAMES H. CASSELL, hereinafter referred to as PURCHASER,

W I T N E S S E T H:

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

The Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), and
the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), of
Section 20, Township 3 North, Range 10 E.W.M.

The terms and conditions of this contract are as follows: The total pur-
chase price shall be the sum of EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$8,500.00)
of which the sum of THREE THOUSAND, TWO HUNDRED and FIFTY-SIX and 56/100 DOLLARS
(\$3,256.56) has been paid down by purchaser unto the seller, the receipt of
which is hereby acknowledged; the balance, to wit, the sum of FIVE THOUSAND, TWO
HUNDRED AND FORTY-THREE AND 44/100 DOLLARS (\$5,243.44) shall be payable at the
rate of ONE THOUSAND DOLLARS (\$1,000.00) per annum, including interest at the
rate of six per cent (6%) per annum on all deferred balances. First yearly
payment shall become payable on the 17th day of August, 1966,
and continue each and every year thereafter on said date until entire balance of
principal and interest has been paid in full. The purchaser shall have the
privilege of acceleration of any payment of principal or interest hereunder.

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

The purchaser agrees to pay before delinquency all taxes and assessments
that as may between purchaser and seller hereafter become a lien on said premises.

The purchaser 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.

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

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

14 1381 Washington St., Apt. 7, San Francisco, California
15 or at such other address as the purchaser will indicate to the seller in writing.
16

17 The purchaser agrees that full inspection of the described premises has been
18 made and that neither the seller or assigns shall be held to any covenant respect-
19 ing the conditions of any improvements on said premises nor to any agreement for
20 alterations, improvements or repairs unless the covenant to be relied upon be in
21 writing and attached to and made a part of this contract as hereinbefore provided.
22

23 In case the purchaser shall fail to make any payment hereinbefore provided
24 by the purchaser to be made, the seller may make such payment and any amount so
25 paid by the seller, 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 purchaser on demand without prejudice to any other right the seller might
28 have by reason of such default.
29

30 In the event that action or suit be brought in the contract by the seller
31 against the purchaser to enforce any covenant herein or for payment of install-
32 ments 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.

GRANT J. SAULIE
ATTORNEY AT LAW
Powell Building
WHITE SALMON, WASH.