REAL ESTATE CONTRACT OF SALE 600 (

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THIS AGREEMENT, made and entered into this <u>17th</u> 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,

WITNESSETH:

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 (NW½ NE½), and the Northeast Quarter of the Northwest Quarter (NE½NW½), of Section 20, Township 3 North, Range 10 E.W.M.

The terms and conditions of this contract are as follows: The total purchase 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.

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

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

Time is of the essence of this contract. In case the purchaser 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 purchaser 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:

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

The purchaser agrees 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 purchaser shall fail to make any payment hereinbefore provided by the purchaser 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 purchaser 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 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.

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It is specifically agreed between seller and purchaser that the purchaser shall not be required to carry any fire insurance on any buildings located on the premises, and it is further agreed that purchaser shall not be required to care for the fruit trees also located on the premises.

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.

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STATE OF WASHINGTON)

County of Klickitat)

AUG **2** 3 1965 Chrunel

Skamania County Treasurer On this day personally appeared before me HARVEY D. KELCHNER, 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 day of August, 1965.

> Notary Public in and for the State of: Washington, residing at White S

PURCHASER

STATE OF CALIFORNIA County of SoneMauser

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

GIVEN under my hand and official seal this

Notary Public in and for the Ornand California, residing at San Francisco My Commission Expires May 28, 196 7

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