

## REAL ESTATE CONTRACT OF SALE

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2  
3 THIS AGREEMENT, made and entered into this 31st day of October, 1965,  
4 by and between HARLEY A. TERNAHAN and BONNIE F. TERNAHAN, husband and wife,  
5 hereinafter referred to as SELLERS, and WARREN M. SLAUGHTER, a single man,  
6 hereinafter referred to as PURCHASER,

## 7 WITNESSETH:

8 The sellers agree to sell to the purchaser and the purchaser agrees to  
9 purchase of the sellers the following described real estate situated in the  
10 County of Skamania, State of Washington, to wit:  
11

12 The south 475 feet of the north 950 feet of the east 428  
13 feet of the southwest quarter of the northwest quarter  
(SW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 21, Township 3 North, Range 10 E. W. M.

14 The terms and conditions of this contract are as follows: The total pur-  
15 chase price shall be the sum of FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$4,500.00)  
16 of which the sum of TWO THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$2,250.00) has  
17 been paid down by purchaser unto the sellers, the receipt of which is hereby  
18 acknowledged; the balance, to wit, the sum of TWO THOUSAND, TWO HUNDRED AND FIFTY  
19 DOLLARS (\$2,250.00) shall be payable in full on or before one year from date of  
20 execution of this agreement, plus interest at the rate of six per cent (6%) per  
21 annum on said deferred balance.  
22

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

25 Purchaser shall be entitled to immediate possession of said property.

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

29 The purchaser agrees to pay before delinquency all taxes and assessments  
30 that as may between purchaser and sellers hereafter become a lien on said premises.  
31

32 The sellers agree that on full payment of said purchase price in the manner

1 hereinbefore specified, to make, execute and deliver to the purchaser a good  
2 and sufficient warranty deed of said described premises.

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

13 Box 51, White Rock, B.C.

14 or at such other address as the purchaser will indicate to the seller in writing.  
15

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

22 In case the purchaser shall fail to make any payment hereinbefore provided  
23 by the purchaser to be made, the seller may make such payment and any amount so  
24 paid by the sellers, together with interest thereon from the date of payment  
25 until repaid at the rate of six per cent (6%) per annum shall be repayable by  
26 the purchaser on demand without prejudice to any other right the sellers might  
27 have by reason of such default.  
28

29 In the event that action or suit be brought in the contract by the sellers  
30 against the purchaser to enforce any covenant herein or for payment of install-  
31 ments or otherwise, the purchaser herein agrees to stand all costs of court and  
32 such fees as the court may adjudge as reasonable attorney's fees herein.

