

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 20th day of October, 1965, by and between CLARA E. WOLFE, a single woman, hereinafter referred to as SELLER, and KENNETH L. MAIN and KIKUE MAIN, 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 the County of Skamania; State of Washington, to wit:

A tract of land in Section 14, Township 3 North, Range 9 E.W.M., described as follows:

Lot 8 of OREGON LUMBER COMPANY'S SUBDIVISION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; EXCEPT that portion thereof described as follows: Beginning at the northwest corner of the said Lot 8; thence south 20 rods; thence east 40 rods; thence north 20 rods; thence west 40 rods to the point of beginning; AND EXCEPT a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines.

ALSO: An easement and right to take such water as will flow through a two inch pipe from a certain spring located on the southeasterly corner of Lot 4 of Manzanola Orchard Tracts, and an easement to construct a water reservoir thereon together with a pipeline leading therefrom, as reserved in deed dated May 4, 1946, and recorded June 19, 1946, at page 105 of Book 31 of Deeds, Records of Skamania County, Washington, and thereafter conveyed to the grantors by deed dated March 31, 1951, and recorded April 6, 1951, at page 413 of Book 33 of Deeds;

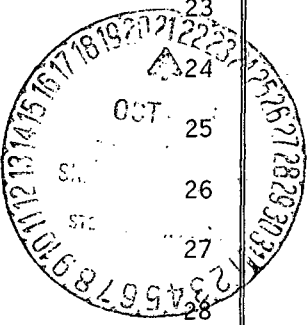
TOGETHER WITH all other water rights appurtenant thereto including that established by appropriation pursuant to notice dated April 15, 1908, and recorded at page 277 of Book E of Miscellaneous Records, (except that portion conveyed to D. McBain by deed recorded at page 4 of Book N of Deeds) and that issued by the State Supervisor of Hydraulics under appropriation permit no. 894 dated September 12, 1927, and recorded at page 69 of Book G of Miscellaneous Records;

ALSO: All interest of the grantor in the easement and permit to use the aforesaid 300 foot strip for customary agricultural purposes as described in easement deed dated July 15, 1940, executed by the United States of America acting by and through the Bonneville Power Administration.

TOGETHER with the following personal property: 1950 J. I. Case Tractor, 2 bottom plow, Cultivator attachment for tractor, tandem disk, buzz saw, converted horse drawn mower and rake, and farm wagon.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of TEN THOUSAND, FIVE HUNDRED DOLLARS (\$10,500.00),

4887  
TRANSACTION EXCISE TAX  
OCT 21 1965  
Amount Paid \$154.50  
Michael O'Donnell  
Skamania County Treasurer  
By Beverly J. Ballinger  
Asst.



68  
75  
of which the sum of TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00) has been  
1 paid down by purchasers unto the seller, the receipt of which is hereby acknow-  
2 ledged; the balance, to wit, the sum of EIGHT THOUSAND DOLLARS (\$8,000.00)  
3 shall be payable at the rate of ONE HUNDRED DOLLARS (\$100.00) per month, includ-  
4 ing interest at the rate of six per cent (6%) per annum on all deferred balances.  
5 First monthly payment shall become payable one month from the date of this con-  
6 tract and continue each and every month thereafter on said date until the entire  
7 balance of principal and interest has been paid in full. Purchasers shall have the  
8 privilege of accelerating any payment of principal or interest hereunder.

9 It is agreed that the purchasers shall procure at their expense a policy of  
10 fire insurance in the sum of not less than \$8,000.00, with loss payable to the  
11 respective parties as their interests may appear at the time of such loss occur-  
12 ring, if any. That in this connection it is agreed that seller's present fire  
13 insurance policy will be pro-rated at time of execution of this contract.

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

16 It is agreed that the 1965 taxes shall be pro-rated as of date of closing,  
17 and thereafter purchasers agree to pay before delinquency all taxes and assess-  
18 ments that as may between purchasers and seller hereafter become a lien on said  
19 premises.

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

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

26 Time is of the essence of this contract. In case the purchasers shall fail  
27 to make any payment of the said purchase price promptly at the time the same  
28 shall become due as hereinbefore provided or promptly to perform any covenant or  
29 agreement aforesaid, the seller may elect to declare forfeiture and cancellation  
30  
31  
32

69

157-69

1 of this contract; and upon such election being made, all rights of the pur-  
 2 chasers herein shall be retained by the seller in liquidation of all damages  
 3 sustained by reason of such failure. Service of all demands, notices or other  
 4 papers with respect to such declaration of forfeiture and cancellation may be  
 5 made by registered mail at the following address, to wit:

6 Cook, Washington

7 or at such other address as the purchasers will indicate to the seller in  
 8 writing.

9  
 10 The purchasers agree that full inspection of the described premises has  
 11 been made and that neither the seller or assigns shall be held to any covenant  
 12 respecting the conditions of any improvements on said premises nor to any agree-  
 13 ment for alterations, improvements or repairs unless the covenant to be relied  
 14 upon be in writing and attached to and made a part of this contract as herein-  
 15 before provided.

16  
 17 In case the purchasers shall fail to make any payment hereinbefore provided  
 18 by the said purchasers to be made, the seller may make such payment and any  
 19 amount so paid by the seller, together with interest thereon from the date of  
 20 payment until repaid at the rate of six per cent (6%) per annum shall be repay-  
 21 able by the purchasers on demand without prejudice to any other right the seller  
 22 might have by reason of such default.

23  
 24 In the event that action or suit be brought in the contract by the seller  
 25 against the purchasers to enforce any covenant herein or for payment of install-  
 26 ments or otherwise, the purchasers herein agree to stand all costs of court and  
 27 such fees as the court may adjudge as reasonable attorney's fees herein.

28 This indenture shall be binding on the heirs, assigns, successors, and per-  
 29 sonal representatives of the parties hereto as if they were made a party thereof.

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

32 [Signature]  
 SELLER

[Signature]  
[Signature]  
 PURCHASERS

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

