

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 5 day of June, 1966,

by and between GEORGENA SELLSTED, as an individual, and GEORGENA SELLSTED as guardian of the person and estate of ELMER SELLSTED, infirm, hereinafter referred to as SELLER, and LYLE E. TRENT and MURL O. TRENT, husband and wife, hereinafter referred to as PURCHASERS,

W I T N E S S E T H:

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:

South half of the northwest quarter of the southeast quarter of the southwest quarter of section 11, township 3 north, range 9 east, W.M.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of NINE THOUSAND DOLLARS (\$9,000.00), of which the sum of ONE THOUSAND DOLLARS (\$1,000.00) has been paid down by purchasers unto the seller, the receipt of which is hereby acknowledged; the balance, to wit, the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) shall be payable at the rate of ONE HUNDRED DOLLARS (\$100.00) per month plus interest at the rate of six per cent (6%) per annum on all deferred balances. First monthly payment shall become payable one month from date of execution of this contract and continue each and every month thereafter on said date until entire balance of principal and interest has been paid in full. That the parties hereto agree that interest shall not commence to run until date of execution of this contract.

It is agreed that the purchasers shall procure at their expense a policy of fire insurance in the sum of not less than \$8,000.00 with loss payable to the respective parties as their interests may appear at the time of such loss occurring, if any.

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

3 The seller agrees to pay all the 1966 taxes and thereafter purchasers agree
4 to pay before delinquency all taxes and assessments that as may between pur-
5 chasers and seller hereafter become a lien on said premises.

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

9 The seller agrees to furnish purchasers with a policy of title insurance
10 in the sum of \$9,000.00.

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

14 The purchasers herein agree that they shall suffer no materialmen's lien or
15 mechanic's lien to be impressed against said property during the tenure of this
16 contract; and should such liens be incurred by the purchasers, then in such event
17 the same shall constitute breach of agreement and purchasers shall indemnify
18 seller for any loss occasioned thereby.

19 Time is of the essence of this contract. In case the purchasers shall fail
20 to make any payment of the said purchase price promptly at the time the same
21 shall become due as hereinbefore provided or promptly to perform any covenant or
22 agreement aforesaid, the seller may elect to declare forfeiture and cancellation
23 of this contract; and upon such election being made, all rights of the purchasers
24 hereunder shall be retained by the seller in liquidation of all damages sustained
25 by reason of such failure. Service of all demands, notices or other papers with
26 respect to such declaration of forfeiture and cancellation may be made by regis-
27 tered mail at the following address, to wit:

28 Cook, Washington

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

Purchasers shall have the privilege of accelerating any payments of principal or interest hereunder.

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.

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.

Georgina Sellsted
Georgina Sellsted
 SELLER

Lyle Trent
Murl O. Trent
 PURCHASERS

Approved as to form:

Ross R. Rahn
 Judge of the Superior Court

5450
TRANSACTION EXCISE TAX

AUG 8 1966

Amount Paid 92.00

Michael O. Rahn
 Skamania County Treasurer

By

STATE OF WASHINGTON)
)ss
 County of Klickitat)

On this day personally appeared before me GEORGENA SELLSTED, individually and as guardian of the person and estate of ELMER SELLSTED, infirm, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of August 1966.

Notary Public for State of Washington
 Residing at White Salmon

STATE OF WASHINGTON)
)ss
 County of Klickitat)

On this day personally appeared before me LYLE E. TRENT and MURL TRENT, 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 5th day of August 1966.

Notary Public for State of Washington
 Residing at White Salmon

