

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 16th day of June, 1966, by and between CARL L. TWIDWELL and ATHA M. TWIDWELL, husband and wife, hereinafter referred to as SELLERS, and JAMES B. GRIFFITH and WANDA GRIFFITH, husband and wife, hereinafter referred to as PURCHASERS,

W I T N E S S E T H:

The sellers agree to sell to the purchasers and the purchasers agree to purchase of the sellers the following described real estate situated in the County of Skamania, State of Washington, to wit:

Lot 4 of Block Eleven; Lot 1 of Block Fifteen; the N $\frac{1}{2}$ of Lot 2 of Block Fifteen; the N $\frac{1}{2}$ of Lot 1 of Block Fourteen; and the N $\frac{1}{2}$ of Lot 2 of Block Fourteen; of MANZANOLA ORCHARD & LAND COMPANY TRACTS according to the official plat thereof on file and of record at page 37 of Book A of Plats, Records of Skamania County, Washington; said real property being also described as:

The Southeast Quarter of the Southwest Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 10; the Northeast Quarter of the Northwest Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$), the North Half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$), and the North Half of the North Half of the Northeast Quarter of the Northwest Quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$), of Section 15, all in Township 3 North, Range 9 E. W. M.

SUBJECT TO timber deed and agreement dated May 25, 1966, between Carl L. Twidwell and Atha M. Twidwell, husband and wife, grantors, and Arthur F. Moore and Paul E. Moore, d/b/a Moore & Son, a partnership, grantees, filed of record in the office of the Skamania County Auditor.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of EIGHT THOUSAND DOLLARS (\$8,000.00), of which the sum of NINE HUNDRED DOLLARS (\$900.00) has been paid down by purchasers unto the sellers, the receipt of which is hereby acknowledged; the balance thereafter, to wit, the sum of SEVEN THOUSAND, ONE HUNDRED DOLLARS (\$7,100.00) shall be payable as follows: The sum of SEVEN HUNDRED DOLLARS (\$700.00) shall be due and payable on July 1, 1966, leaving a balance thereafter due of SIX THOUSAND, FOUR HUNDRED DOLLARS (\$6,400.00) which balance of \$6,400.00 shall be payable at the rate of

TRANSACTION EXCISE TAX

JUN 20 1966

Amount Paid \$80.00
Michael O. Powell
Skamania County Treasurer
By Beverly J. Halliday

1 The purchasers agree to pay before delinquency all taxes and assessments that
2 as may between purchasers and sellers hereafter become a lien on said premises.

3 The sellers agree that on full payment of said purchase price in the
4 manner hereinbefore specified, to make, execute and deliver to the purchasers a
5 good and sufficient warranty deed of said described premises.

6 The said purchasers agree to keep the premises during the tenure of this
7 contract free and clear of any and all liens which may arise by the purchasers'
8 acts and none other.

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

18 _____, Washington
19 or at such other address as the purchasers will indicate to sellers in writing.

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

26 In case the purchasers shall fail to make any payment hereinbefore provided
27 by the purchasers to be made, the sellers may make such payment and any amount
28 so paid by the sellers, together with interest thereon from the date of payment
29

SEVENTY-FOUR AND 31/100 DOLLARS (\$74.31) per month, including interest at the rate of seven per cent (7%) per annum on all deferred balances. First monthly payment shall become payable on the 15th day of August, 1966, and continue each and every month thereafter on said date until entire balance of principal and interest has been paid in full. The purchasers shall have the privilege of accelerating any payments of principal or interest hereunder.

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

Purchasers shall be entitled to immediate possession of said property.

Purchasers agree to purchase at their expense a policy of fire insurance in an amount not less than \$7,000.00, with loss payable to the respective parties as their interests may appear at the time of such loss occurring, if any.

Sellers herein agree to furnish title insurance at their expense sixty days prior to final payment due hereunder, upon the giving of written notice by purchasers unto sellers.

It is mutually acknowledged herein between the parties that the sellers, having heretofore sold the timber from the said premises herein unto Arthur F. Moore and Paul E. Moore, d/b/a Moore & Son, a partnership, with a certain time removal limit of said timber therein, to wit, ^{two} ~~three~~ years, and in said agreement it provides that if the said Moore & Son desire an extension of time for the removal of timber, then the said Moore & Son are obligated to pay unto the sellers herein the sum of Five Hundred Dollars (\$500.00); and having this obligation in mind, the parties hereto agree that in the event Moore & Son do seek an extension, the sellers authorize and assign the sum of \$500.00 due from Moore & Son for said extension unto the purchasers herein.

Purchasers 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.

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 sellers might have by reason of such default.

In the event that action or suit be brought in the contract by the sellers 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.

Carl L. Twidwell
Atha M. Twidwell
SELLERS

James B. Griffith
Wanda Griffith
PURCHASERS

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me CARL L. TWIDWELL and ATHA M. TWIDWELL, 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 16th day of June,

[Signature]
Notary Public for State
Residing at White Salmon

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me JAMES B. GRIFFITH and WANDA GRIFFITH, 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 16th day of June, 1966.

[Signature]
Notary Public for State of W
Residing at White Salmon

