

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 28th day of February, 1967, by and between ROY M. DUDLEY and CLARA DUDLEY, husband and wife, hereinafter referred to as SELLERS, and ROBERT A. JOHNSON and JESSIE Z. JOHNSON, 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:

Beginning at the intersection of the west line of the Jos. Robbins D.L.C. with the south line of Section 27, Township 3 north, Range 8 east, W.M., thence north along the west boundary of the said Jos. Robbins D.L.C. 20 chains, thence east and parallel to the south line of the said Section 27 a distance of 10 chains, thence south and parallel to the west line of the said Jos. Robbins D.L.C. a distance of 474 feet to the initial point of the tract of land hereby described; thence south 264 feet, thence west 186 feet, more or less, to intersection with the southeasterly line of the county road known and designated as the Berge Road; thence northeasterly along the said Berge Road to the point of beginning.

EXCEPT that part lying north of the road known as the Wedrick road.

TOGETHER with the right to dig and maintain a water well on the southeast corner of the following described tract:

Beginning at a point marked by an iron pipe 660 feet east and 682 feet north of the intersection of the south line of the said Section 27 with the west line of the said Jos. Robbins D.L.C.; thence east 169.4 feet, thence north $03^{\circ} 23'$ east 85.5 feet, thence west 61.4 feet to the center of a certain unnamed creek; thence in a northwesterly direction along the center of said creek to a point 60 feet north, and perpendicular to the westerly extension of the last described course; thence west 93 feet, more or less, to the easterly line of the county road known as the Berge Road; thence southwesterly along the easterly line of said road to a point due west of the point of beginning; thence east to the point of beginning.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of ONE THOUSAND, FIVE HUNDRED DOLLARS (\$1,500.00) of which nothing has been paid down, which sum shall be payable at the rate of \$39.58 per month for a period of

1 forty-eight (48) months, which has been precomputed at the rate of
2 eight per cent (8%) per annum. First monthly payment shall become
3 payable on the 10th day of March, 1967, and continue
4 each and every month thereafter on said date until entire balance
5 has been paid in full.

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

8 The parties hereto agree that the purchasers shall have a
9 right, coincident with the execution of this contract, to dig and
10 maintain at their own sole expense a water well for their own usage
11 on certain property belonging to the sellers as aforescribed; and
12 the parties further agree that until July 1, 1967, the purchasers
13 shall have the right to use the existing water supply upon said
14 purchased property which originates from the sellers' source of
15 supply; but such right shall extinguish itself on July 1, 1967.

16 Purchasers agree to pay before delinquency all taxes and assess-
17 ments that as may between purchasers and sellers hereafter become a
18 lien on said premises.

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

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

27 Purchasers shall be entitled to possession of the premises on
28 execution of this contract.

29 The purchasers herein agree that they shall suffer no material-
30 men's lien or mechanic's lien to be impressed against said property
31 during the tenure of this contract; and should such liens be in-
32 curred by the purchasers, then in such event the same shall constitute

breach of agreement and purchasers shall indemnify sellers for any loss occasioned thereby.

Time is of the essence of this contract. In case the purchasers 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 sellers may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the purchasers hereunder shall be retained by the sellers 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:

Stevenson, Washington

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

The purchasers agree that full inspection of the described premises has been made and that neither the sellers 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 sellers may make such payment and any amount so paid by the sellers, together with interest thereon from the date of payment until repaid at the rate of eight per cent (8%) 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.

Roy M. Dudley Robert A. Johnson
Clara B. Dudley Jessie Z. Johnson
 SELLERS PURCHASERS

STATE OF WASHINGTON)
) ss
 County of Klickitat)

On this day personally appeared before me ROY M. DUDLEY and CLARA DUDLEY, 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 28th day of February, 1967.

Pauline G. Anderson
 Notary Public for State of Washington
 Residing at White Salmon

STATE OF WASHINGTON)
) ss
 County of Klickitat)

On this day personally appeared before me ROBERT A. JOHNSON and JESSIE Z. JOHNSON, 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 28th day of February, 1967.

Pauline G. Anderson
 Notary Public for State of Washington
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