

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 15th day of
May, 1968, by and between ERNEST A. SEAGER,
hereinafter referred to as SELLER, and WILLIAM R. THOMPSON and
DARLENE D. THOMPSON, 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 Skamania County, State of Washington, to wit:

The south 100 feet of the West Half of the
Northwest Quarter of the Northwest Quarter of the
Northwest Quarter (W 1/2 NW 1/4 NW 1/4 NW 1/4) of
Section 23, Township 3 North, Range 10 E. W. M.

The terms and conditions of this contract are as follows: The
total purchase price shall be the sum of FOUR THOUSAND, FIVE HUN-
DRED AND NO/100 DOLLARS (\$4,500.00) of which the sum of ONE
THOUSAND AND NO/100 DOLLARS (\$1,000.00), including the \$100.00 paid
as earnest money, has been paid down by purchasers unto seller, the
receipt of which is hereby acknowledged; the balance, to wit, the
sum of THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00)
shall be payable at the rate of SEVENTY-FIVE DOLLARS (\$75.00) per
month, including interest at the rate of four per cent (4%) per
annum on all deferred balances. First monthly payment shall become
payable on the 15th day of June, 1968, and continue each and every
month thereafter on said date until entire balance of principal
and interest has been paid in full.

It is agreed that the purchasers shall procure at their expense
a policy of fire insurance in a sum of not less than \$3,500.00 with
loss payable to the respective parties as their interests may
appear at the time of such loss occurring, if any.

TRANSACTION EXCISE TAX

5917

JUN 5 1968

Amount Paid \$4,500.00

Michael W. Wansell

Skamania County Treasurer

By

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

3 The purchasers agree to pay before delinquency all taxes and
4 assessments that as may between purchasers and seller hereafter
5 become a lien on said premises.

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

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

14 Purchasers shall be entitled to possession of the premises
15 upon execution of this contract.

16 The seller further agrees to provide purchasers with a
17 policy of title insurance in the amount of \$4,500.00.

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

29 Bingen, Washington
30 or at such other address as the purchasers will indicate to the
31 seller in writing.

32 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.

Ernest A. Seager
SELLER

William R. Thompson
Darlene D. Thompson
PURCHASERS

STATE OF WASHINGTON)
) ss
County of Klickitat)

On this day personally appeared before me ERNEST A. SEAGER and WILLIAM R. THOMPSON and DARLENE D. THOMPSON, 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 _____ day of _____, 1968.

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

