

70279

BOOK

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REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 2nd day of Aug, 1968, by and between BETHEWEL HENDRYX, as his separate estate, and who now appears of record as husband of DORRIS E. HENDRYX, hereinafter referred to as SELLER, and WERNER OSTERMANN and MARIE J. OSTERMANN, husband and wife, hereinafter referred to as PURCHASERS,

W I T N E S S E T H:

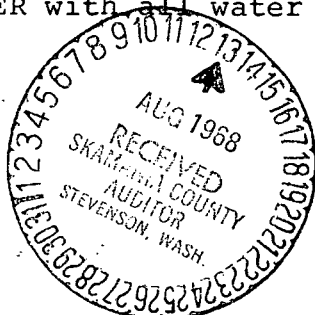
The seller agrees to sell to the purchasers and the purchasers agree to purchase of the seller the following described real estate situated in Skamania County, State of Washington, to wit:

A tract of land located in Government Lot 3 of Section 2, Township 3 North, Range 10 E. W. M., described as follows:
Beginning at a point on the quarter section line south 02° 08' east 450 feet from the quarter corner on the north line of the said Section 2; thence along said quarter section line south 02° 08' east 204.28 feet to the southeasterly right of way line of Lakeside County Road, said line being the northwesterly line of a tract of land conveyed to Pacific Power & Light Company by deed dated April 4, 1956, and recorded May 25, 1956, at page 509 of Book 41 of Deeds, Records of Skamania County, Washington; thence along said right of way line on a 105.39 foot radius curve right 69.16 (the chord of which bears south 44° 30' west 67.94 feet); thence south 63° 18' west 204.80 feet; thence on a 381.97 foot radius curve right 100 feet (the long chord of which bears south 70° 48' west 99.71 feet); thence south 78° 18' west 58.44 feet; thence on a 124.57 foot radius curve left 107.39 feet (the long chord of which bears south 53° 39' 30" west 103.88 feet); thence south 29° 01' west 261.98 feet; thence on a 202.28 foot radius curve right 83.55 feet (the chord of which bears south 40° 51' west 82.94 feet) to the northwesterly corner of the tract conveyed to Pacific Power & Light Company aforesaid; thence along the westerly line of the Pacific Power & Light Company tract aforesaid south 31° 15' east 139.26 feet to the southwest corner thereof, said point being on the south line of Government Lot 3 of the said Section 2; thence along said south line south 89° 20' west 377.34 feet; thence parallel with the north-south quarter section line of the said Section 2 north 02° 08' west 1,223 feet; thence north 88° 57' east 300 feet; thence south 02° 08' east 100 feet; thence north 88° 57' east 520.32 feet; thence south 31° 16' 10" east 318.19 feet to the point of beginning.

Contains 18.73 acres, more or less.

SUBJECT TO: A 60 foot wide County Road Easement, containing 2.23 acres, more or less.

TOGETHER with all water rights appurtenant thereto.



1 The terms and conditions of this contract are as follows: The
2 total purchase price shall be the sum of THIRTEEN THOUSAND, TWO
3 HUNDRED DOLLARS (\$13,200.00), of which the sum of FIVE HUNDRED
4 DOLLARS (\$500.00) has been paid down as earnest money herein, the
5 receipt of which is hereby acknowledged; the further sum of THREE
6 THOUSAND, FIVE HUNDRED DOLLARS (\$3,500.00) shall be payable by pur-
7 chasers unto seller upon execution of this contract; and there-
8 after, the balance, to wit, the sum of NINE THOUSAND, TWO HUNDRED
9 DOLLARS (\$9,200.00) shall be payable at the rate of ONE HUNDRED
10 DOLLARS (\$100.00) per month, or more, including interest at the
11 rate of seven per cent (7%) per annum on the unpaid deferred
12 balances. First monthly payment shall become payable on the 1st
13 day of September, 1968, and continue each and every month thereafter
14 until the entire balance of principal and interest has been paid in
15 full. Purchasers shall have the privilege of acceleration of any
16 payment of principal or interest hereunder.

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

19 Purchasers agree to pay before delinquency all taxes and
20 assessments that as may between purchasers and seller hereafter
21 become a lien on said premises.

22 The purchasers shall assume all hazards or damage to or des-
23 truction of any improvements now on said land or hereafter to be
24 placed thereon and of the taking of said premises or any part
25 thereof for public use.

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

30 Time is of the essence of this contract. In case the pur-
31 chasers shall fail to make any payment of the said purchase price
32 promptly at the time the same shall become due as hereinbefore

1 provided or promptly to perform any covenant or agreement aforesaid,
2 the seller may elect to declare forfeiture and cancellation of this
3 contract after thirty day prior notice of default not corrected
4 during said period; and upon such election being made, all rights
5 of the purchasers hereunder shall be retained by the seller in
6 liquidation of all damages sustained by reason of such failure.
7 Service of all demands, notices or other papers with respect to
8 such declaration of forfeiture and cancellation may be made by
9 registered mail at the following address, to wit:

10 c/o J. Bieber, Rt. 2, Box 50, Sunnyside, Wash. 98944
11 or at such other address as the purchasers will indicate to the
12 seller in writing.

13 The purchasers agree that full inspection of the described
14 premises has been made and that neither the seller or assigns shall
15 be held to any covenant respecting the conditions of any improve-
16 ments on said premises nor to any agreement for alterations, im-
17 provements or repairs unless the covenant to be relied upon be in
18 writing and attached to and made a part of this contract as herein-
19 before provided.

20 In case the purchasers shall fail to make any payment herein-
21 before provided by the purchasers to be made, the seller may make
22 such payment and any amount so paid by the seller, together with
23 interest thereon from the date of payment until repaid at the rate
24 of seven (7%) per cent per annum shall be repayable by the pur-
25 chasers on demand without prejudice to any other right the seller
26 might have by reason of such default.

27 In the event that action or suit be brought in the contract by
28 the seller against the purchasers to enforce any covenant herein or
29 for payment of installments or otherwise, the purchasers herein
30 agree to stand all costs of court and such fees as the court may
31 adjudge as reasonable attorney's fees herein.
32

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

STATE OF WASHINGTON)
County of Klickitat) ss

GIVEN under my hand and official seal this 17 day of July, 1968.

STATE OF WASHINGTON))
County of Yakima) ss

GIVEN under my hand and official seal this 2nd day of
 SEP 1968.

Francis C. Cornell
Notary Public for State of Washington
Residing at

No. **5020**

TRANSACTION EXCISE TAX

AUG 13 1968

Amount Paid 32.00

Michael O'Connell

Skamania County Treasurer

By _____