

## REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of October, 1968, by and between JAMES B. GRIFFITH and WANDA GRIFFITH, husband and wife, hereinafter referred to as SELLERS, and ELI DEMICK and NORMA DEMICK, 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:

The north half of Lot 1 of Block Fifteen 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 North Half of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter (N 1/2 NE 1/4 NW 1/4 NE 1/4) of Section 15, Township 3 North, Range 9 E. W. M.

TOGETHER with all water rights appurtenant thereto.

SUBJECT TO an easement 20 feet in width for purposes of ingress and egress running easterly and westerly therein over and across said premises above described, said easement granted for roadway purposes perpetually, as recorded August 22, 1968, at page 321 of Book 59 of Deeds, under Auditor's File No. 70321, records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of THIRTEEN THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$13,400.00) of which the sum of THREE THOUSAND, TWO HUNDRED AND TWENTY AND NO/100 DOLLARS (\$3,220.00) shall be paid down on or before October 24, 1968; the balance thereafter, to wit, the sum of TEN THOUSAND, ONE HUNDRED AND EIGHTY AND NO/100 DOLLARS (\$10,180.00) shall be payable at the rate of ONE HUNDRED DOLLARS (\$100.00) or more per month, including interest at the rate of six per cent (6%) per annum on all deferred balances. First monthly payment shall become payable on the <sup>15<sup>th</sup></sup> day of Nov November, 1968, and continue each and every month thereafter until

TRANSACTION EXCISE TAX

NOV 8 1968

6166

Amount Paid 134.00

Skamania County Treasurer

By

1 the entire balance of principal and interest has been paid in full.  
 2 The purchasers shall have the privilege of accelerating any pay-  
 3 ments of principal or interest hereunder.

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

6 Purchasers shall be entitled to possession thirty days from  
 7 execution of this agreement.

8 Purchasers shall assume all hazards or damage to or destruc-  
 9 tion of any improvements now on said land or hereafter to be  
 10 placed thereon and of the taking of said premises or any part  
 11 thereof for public use.

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

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

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

22 Time is of the essence of this contract. In case the pur-  
 23 chasers shall fail to make any payment of the said purchase price

24 promptly at the time the same shall become due as hereinbefore pro-  
 25 or within TEN DAYS from the time of registered notice thereof,  
 26 vided/or promptly to perform any covenant or agreement aforesaid,

27 the sellers may elect to declare forfeiture and cancellation of  
 28 this contract; and upon such election being made, all rights of  
 29 the purchasers hereunder shall be retained by the sellers in liqui-  
 30 dation of all damages sustained by reason of such failure. Service  
 31 of all demands, notices or other papers with respect to such  
 32 declaration of forfeiture and cancellation may be made by regis-  
 tered mail at the following address, to wit:

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

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

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.

James B. Griffith  
Wanda Griffith  
 SELLERS

Eli Demick  
Norma Demick  
 PURCHASERS

STATE OF WASHINGTON)  
 ) ss  
 County of Klickitat)

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 18<sup>th</sup> day of October, 1968.

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

STATE OF Idaho )  
 ) ss  
 County of Lemhi )

On this day personally appeared before me ELI DEMICK and NORMA DEMICK, 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 30<sup>th</sup> day of October, 1968.

Fredrick Hughes Snook  
 Notary Public for State of Washington Idaho  
 Residing at White Salmon