

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 20th day of March, 1969, by and between RENO A. ZIEGLER and TERESA J. ZIEGLER, husband and wife, hereinafter referred to as SELLERS, and S.D.S. CO., a partnership of Bingen, Washington, hereinafter referred to as PURCHASERS,

WITNESSETH:

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

Parcel A: That portion of the northeast quarter of the southeast quarter lying south of the Bonneville Power transmission line in Section 8, Township 3 North, Range 10 east, W. M., consisting of 5.90 acres, more or less.

Parcel B: The south half of the southwest quarter; and that portion of the northwest quarter of the southwest quarter lying south of the Bonneville Power transmission line in Section 9, Township 3 North, Range 10 east, W. M., consisting of 79.40 acres, more or less.

Parcel C: Northwest quarter; and the northwest quarter of the southwest quarter of Section 16, Township 3 North, Range 10 east, W. M., consisting of 200 acres, more or less.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of TWO HUNDRED AND FORTY THOUSAND, FIVE HUNDRED DOLLARS (\$240,500.00), of which the sum of FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00) shall be paid by purchasers unto sellers at the time of execution of this contract, together with the following described real estate situated in Skamania County, State of Washington, to wit:

That parcel of land situated in Section 16, Township 3 north, Range 10 east, W. M., described as: Beginning at the quarter corner of the east line of said Section 16, Township 3 north, Range 10 east, W.M., thence south 32 rods, thence west 35 rods to the true point of beginning; thence west 45 rods, thence south 48 rods, thence east 45 rods, thence north 48 rods to the true point of beginning, being 13.5 acres,

which is owned by the purchasers and to which the purchasers herein convey by warranty deed unto the sellers herein, for which the agreed price as between the parties shall be the consideration of

TRANSACTION EXCISE TAX

MAR 24 1969

Amount Paid 240,500.00
Michael D. Daniel
Skamania County Treasurer

By .....

1 FIVE HUNDRED DOLLARS (\$500.00), thereby making a total down payment  
2 herein of \$48,000.00 cash plus the said real estate hereinabove  
3 described. That the balance thereafter, to wit, the sum of ONE  
4 HUNDRED AND NINETY-TWO THOUSAND DOLLARS (\$192,000.00) shall be  
5 payable by the purchasers unto sellers in four (4) equal annual  
6 payments of FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00) each, plus  
7 interest at the rate of six and one-fourth per cent (6 1/4%) per  
8 annum on the unpaid deferred principal balance. The first annual  
9 payment shall be payable on the 15th day of January, 1970, and  
10 continue each and every year thereafter for the said prescribed  
11 number of years.

12 That the purchasers herein shall be entitled to immediate  
13 possession of said premises; provided, however, that the sellers  
14 shall reserve the right for each of them, or the survivor thereof,  
15 to live in the present residence dwelling thereupon situated on  
16 the property herein being sold, for as long as both or either of  
17 them so desires; provided further, however, the privilege extended  
18 unto the said Reno A. Ziegler and/or Teresa J. Ziegler to reside  
19 in said dwelling thereupon shall cease upon their deaths or the  
20 last survivor thereof, or their voluntary removing themselves and  
21 vacating said premises, it being understood that this privilege is  
22 personal to the said Reno A. Ziegler and Teresa J. Ziegler and is  
23 not meant to extend to any other.

24 That the purchasers herein shall have the right immediately  
25 upon execution of this agreement to at their discretion cut and  
26 remove any and all timber thereupon situated without respect to  
27 any restriction for such removal; in other words, there shall be  
28 no restrictions as to the removal of timber prior to the fulfill-  
29 ment of this contract by the purchasers herein.

30 That the sellers herein agree that they shall not assign this  
31 contract without the express written permission of the purchasers.  
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1 Purchasers agree to pay before delinquency all taxes and  
2 assessments that as may between purchasers and sellers hereafter  
3 become a lien on said premises.

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

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

19 Box 266, Bingen, Washington

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

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

29 This indenture shall be binding on the heirs, assigns, suc-  
30 cessors and personal representatives of the parties hereto as if  
31 they were made a party thereof.

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

Reno A. Ziegler

S.D.S. CO., a partnership

Teresa J. Ziegler  
SELLERS

W.E. Stevenson

partner  
PURCHASERS

STATE OF WASHINGTON)  
) ss  
County of Klickitat)

On this day personally appeared before me RENO A. ZIEGLER and TERESA J. ZIEGLER, 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 20<sup>th</sup> day of March, 1969.

Grant J. Saulie  
Notary Public for State of Washington  
Residing at White Salmon



STATE OF WASHINGTON)  
) ss  
County of Klickitat)

On this day personally appeared before me W. E. STEVENSON and ~~BRUCE M. STEVENSON~~, duly authorized partners of S.D.S. CO., a partnership of Bingen, Washington, 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 20th day of March, 1969.

Grant J. Saulie  
Notary Public for State of Washington  
Residing at White Salmon

