

## REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 24th day of March, 1969, by and between REGNIER F. CREIGHTON and MILDRED E. CREIGHTON, husband and wife, hereinafter referred to as SELLERS, and JAMES B. ROBERSON and SHARLEEN J. ROBERSON, husband and wife, hereinafter referred to as PURCHASERS,

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 West Half of the Northeast Quarter of the Northwest Quarter; the East Half of the Northwest Quarter of the Northwest quarter; and the north 528 feet of the West Half of the Southeast Quarter of the Northwest Quarter; of Section 21, 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 THIRTY-EIGHT THOUSAND, FOUR HUNDRED DOLLARS (\$38,400.00), of which the sum of TWO THOUSAND DOLLARS (\$2,000.00) has been paid down, the receipt of which is hereby acknowledged; the balance, to wit, the sum of THIRTY-SIX THOUSAND, FOUR HUNDRED DOLLARS (\$36,400.00) shall be payable at the rate of TWO HUNDRED AND EIGHTY-SEVEN AND 86/100 DOLLARS (\$287.86) per month, including interest therein at the rate of five per cent (5%) per annum on the deferred monthly balances. First monthly payment shall become payable on the 10<sup>th</sup> day of MAY, 1969, and continue each and every month thereafter on said date until entire balance of principal and interest has been paid in full. Purchasers shall have the privilege of acceleration of payments due hereunder.

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

Purchasers shall be entitled to immediate possession of the premises.

No. 6340  
**TRANSACTION EXCISE TAX**

APR 11 1969

Amount Paid 384<sup>00</sup>  
Michael O'Donnell  
Skamania County Treasurer

By .....

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

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

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

23 Bingen, Washington

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

26 The purchasers agree that full inspection of the described  
27 premises has been made and that neither the sellers or assigns shall  
28 be held to any covenant respecting the conditions of any improve-  
29 ments on said premises nor to any agreement for alterations,  
30 improvements or repairs unless the covenant to be relied upon be in  
31 writing and attached to and made a part of this contract as herein-  
32 before provided.

In case the purchasers shall fail to make any payment herein-  
before 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.

It is agreed that this transaction shall be placed in escrow  
with National Bank of Commerce of Seattle, White Salmon Branch.

Sellers herein agree to provide purchasers with a policy of  
title insurance in the amount of \$38,400.00.

It is agreed that the purchasers shall procure at their expense  
a policy of fire insurance in the sum of not less than \$10,000.00  
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, suc-  
cessors 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.

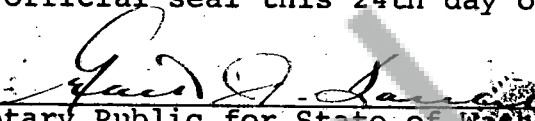
Margaret J. Creighton  
Muriel E. Creighton  
SELLERS

James B. Robinson, O.D.  
James B. Robinson  
PURCHASERS

1 STATE OF WASHINGTON)  
 2 ) ss  
 County of Klickitat)

3 On this day personally appeared before me REGNIER F. CREIGHTON  
 4 and MILDRED E. CREIGHTON, husband and wife, to me known to be the  
 individuals described in and who executed the within and foregoing  
 5 instrument and acknowledged that they signed the same as their  
 free and voluntary act and deed for the uses and purposes therein  
 6 mentioned.


7 GIVEN under my hand and official seal this 24th day of March,  
 1969.

8   
 9 Notary Public for State of Washington  
 Residing at White Salmon

10  
 11 STATE OF WASHINGTON)  
 12 ) ss  
 County of Klickitat)

13 On this day personally appeared before me JAMES B. ROBERSON  
 14 and SHARLEEN J. ROBERSON, husband and wife, to me known to be the  
 individuals described in and who executed the within and fore-  
 15 going instrument and acknowledged that they signed the same as  
 their free and voluntary act and deed for the uses and purposes  
 16 therein mentioned.

17 GIVEN under my hand and official seal this 24th day of March,  
 1969.

18   
 19 Notary Public for State of Washington  
 Residing at White Salmon

