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## REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 4th day of February, 1971, by and between THEODORE N. DIESTELHORST and JUDITH A. DIESTELHORST, husband and wife, hereinafter referred to as SELLERS and GEORGE L. YARNELL, as his sole and separate estate, hereinafter referred to as PURCHASER;

## W I T N E S S E T H:

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

A tract of land in Section 14, Township 3 North, Range 9 E.W.M., described as follows:  
Lot 5 of OREGON LUMBER COMPANY'S SUBDIVISION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington;

TOGETHER WITH all water rights appurtenant to the above described real property;  
SUBJECT TO easement and right of way for the public road known and designated as the Cook-Willard Road.

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TRANSACTION EXCISE TAX

FEB-9 1971

Amount Paid \$250.00

By 104-0103-0000

Skamania County Treasurer

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) of which the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) shall be paid down, receipt of which is hereby acknowledged; the balance thereafter, to wit, the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) shall be payable as follows: the sum of \$150.00 per month including interest at seven percent (7%) per annum on the unpaid monthly deferred balances, commencing on the 1st day of March, 1971, and each and every month thereafter until the entire balance of principal and interest shall have been paid in full, all payments herein to bear interest at the rate of seven percent (7%) per annum computed from date hereof on said principal balance of \$17,000.00. Sellers herein grant the purchaser the right to accelerate any payments of the principal or interest hereunder.

The parties hereto agree to execute coincident herewith appropriate escrow instructions with the Columbia Gorge Bank, Bingen, Washington, for the purpose of collection of disbursement and escrow of the balance of the payments hereinabove specified to be made to the sellers.

Sellers further agree to provide purchaser with a policy of title insurance in the sum of \$25,000.00 upon execution of this contract.

The purchaser shall be entitled to immediate possession of the premises.

Purchaser agrees to purchase a policy of fire insurance in the sum of not less than \$17,000.00 with loss payable to the respective parties as their interests may appear in the event of such loss occurring.

Sellers agree on full payment of said purchase price in the manner hereinbefore specified, they will deliver to the purchaser a good and sufficient warranty deed of said described premises.

The parties hereto understand and agree that any improvements made unto said premises by the purchaser shall become the property of the sellers in the event of default by purchaser; and any improvements made by purchaser shall constitute fixtures and shall not be removed in event of default.

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

Purchaser agrees to pay before delinquency all taxes and assessments that as may between purchaser and sellers hereafter become a lien on said premises commencing with the 1971 taxes.

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

Time is of the essence of this contract. In case the

purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall become due as hereinbefore provided or promptly to perform any covenant or agreement aforesaid, the sellers may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the purchaser hereunder shall be retained by the sellers in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to wit:

White Salmon, Washington

or at such other address as the purchaser will indicate to the sellers in writing.

The purchaser agrees 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 purchaser shall fail to make any payment hereinbefore provided by the purchaser 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 seven percent (7%) per annum shall be repayable by the purchaser 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 purchaser to enforce any covenant herein or for payment of installments or otherwise, the purchaser herein agrees 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,



