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BOOK 62 PAGE 413

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 29th day of December, 1969, by and between LYLE TERNAHAN and ELENA M. TERNAHAN, husband and wife, hereinafter referred to as SELLERS, and GEORGE BAKER, as his 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 seller the following described real estate situated in Skamania County, State of Washington, to wit:

A tract of land in the southeast quarter of the southwest quarter of Section 20, Township 3 North, Range 10 East, W.M. particularly described as follows:

That portion of the following described tract lying north of the Cooks Underwood County Road and containing 8.18 acres more or less. Beginning at the southeast corner of the southeast quarter of the southwest quarter of said section (south quarter corner) thence west 30 rods (495.0 feet), thence north 53 1/3 rods (880.0 feet), thence east 30 rods (495.0 feet), thence south 53 1/3 rods (495.0 ft) to the point of beginning.

TOGETHER WITH an easement for ingress and egress for roadway purposes over and across the following described lands, to wit, commencing at the northeast corner of the foregoing described tract of land herein conveyed as its point of beginning, from said point of beginning thence east a distance of 30 feet more or less to a point; thence north a distance of fifty feet more or less to a point of its intersection with the south line of the existing county road commonly known as the Collins-Knapp Road; thence northwesterly along the south line of the said Collins-Knapp Road a distance of 30 feet; thence south a distance of 50 feet more or less to a point of its intersection with the point of beginning herein.

THAT THIS EASEMENT shall be perpetual in nature and shall be binding on the grantors, their heirs, successors and assigns forever and shall be used for roadway purposes only for ingress and egress. This easement shall be granted by the grantors unto the grantees herein to be used in common with the grantors and their heirs, successors and assigns forever.

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of NINE THOUSAND SIX

premises.

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

Purchaser shall be entitled to immediate possession of the premises.

Purchaser agrees to pay before delinquency all taxes and assessments that as may between purchasers and sellers hereafter become a lien on said premises.

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 purchasers 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 seller may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the purchasers hereunder shall be retained by the seller 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 purchasers will indicate to the seller 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 shall be repayable by the purchasers on demand without prejudice to any other right the seller 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, 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.

Lytle M. Ternaahan
Elena M. Ternaahan
SELLERS

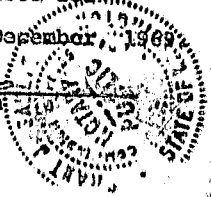
George M. Baker
PURCHASER

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me LYLE TERNAHAN and ELENA M. TERNAHAN, husband and wife, and GEORGE BAKER, as his separate estate, 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 6 day of December, 1969.

Notary Public for State of Washington
Residing at White Salmon



No.
TRANSACTION EXCISE TAX
APR 8 - 1970
Amount Paid 96.00

Skamania County Treasurer
By

Wit:

A tract of land in the southeast quarter of the southwest quarter of Section 20, Township 3 North, Range 10 East, W.M. particularly described as follows:

That portion of the following described tract lying north of the Cooks Underwood County Road and containing 8.18 acres more or less. Beginning at the southeast corner of the southeast quarter of the southwest quarter of said section (south quarter corner) thence west 30 rods (495.0 feet), thence north 53 1/3 rods (880.0 feet), thence east 30 rods (495.0 feet), thence south 53 1/3 rods (495.0 ft) to the point of beginning.

TOGETHER WITH an easement for ingress and egress for roadway purposes over and across the following described lands, to wit, commencing at the northeast corner of the foregoing described tract of land herein conveyed as its point of beginning, from said point of beginning thence east a distance of 30 feet more or less to a point; thence north a distance of fifty feet more or less to a point of its intersection with the south line of the existing county road commonly known as the Collins-Knapp Road; thence northwesterly along the south line of the said Collins-Knapp Road a distance of 30 feet; thence south a distance of 50 feet more or less to a point of its intersection with the point of beginning herein.

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The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of NINE THOUSAND SIX HUNDRED DOLLARS (\$9,600.00) of which the sum of FIVE HUNDRED DOLLARS (\$500.00) shall be paid down, receipt of which is hereby acknowledged, the balance thereafter, to wit, the sum of NINE THOUSAND ONE HUNDRED DOLLARS (\$9,100.00) shall be payable as follows: FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$4,550.00) on or before July 1, 1970 and the balance of FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$4,550.00) on January 1, 1971. This contract shall bear no interest.

Seller agrees 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

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 purchasers 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 seller may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the purchasers hereunder shall be retained by the seller 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 purchasers will indicate to the seller in writing.

The purchasers agree that full inspection of the described

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, 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.

Lyle M. Ternahan
Elena M. Ternahan
SELLERS

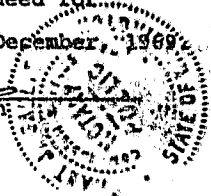
George M. Baker
PURCHASER

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me LYLE TERNAHAN and ELENA M. TERNAHAN, husband and wife, and GEORGE BAKER, as his separate estate, 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 19 day of December, 1969.

Notary Public for State of Washington
Residing at White Salmon



TRANSACTION EXCISE TAX

APR 8 = 1970

Amount Paid 26.25
Michael P. Donnell
Skamania County Treasurer