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REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 25th day of January, 1972, by and between FRED HOLTMAN and NELLIE HOLTMAN, husband and wife, hereinafter referred to as SELLERS, and EDWARD J. HOLTMAN and LORRAINE HOLTMAN, husband and wife, 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:

No. 1132 All lands located between the west boundary line of the northwest quarter of Section 18, Township 3, Range 10, E.W.M., and the western right of way line of Skamania County Road known as the Laycock Road.

TRANSACTION EXCISE TAX

JAN 27 1972

Assessed For Co. 22

Michael W. Warrick

Skamania County Treasurer

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of FIVE THOUSAND DOLLARS (\$5,000.00) 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 FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) shall be payable as follows: the sum of FORTY DOLLARS (\$40.00) per month including interest at five percent (5%) per annum on the unpaid monthly deferred balances, commencing on the 25th day of February, 1972, 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 five percent (5%) per annum computed from date hereof on said principal balance of \$4,500.00.

Sellers herein grant the purchasers the right to accelerate any payments of the principal or interest hereunder.

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liquidation of all damages sustained by reason of such failure.
Service of all demands, notices or other papers with respect to

The parties hereto agree to execute coincident herewith appropriate escrow instructions with the National Bank of Commerce of Seattle, White Salmon Branch, for the purpose of collection of disbursement and escrow of the balance of the payments hereinabove specified to be made to the sellers.

Purchasers shall be entitled to immediate possession of the premises.

Sellers agree on full payment of said purchase price in the manner hereinbefore specified, they will deliver to the purchasers 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 purchasers shall become the property of the sellers 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.

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

Purchasers agree to pay before delinquency all taxes and assessments that may be levied between purchasers and sellers hereafter become a lien on said premises, which shall include the 1972 taxes.

The purchasers 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 sellers 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 sellers in

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Sellers herein grant the purchasers the right to receive any payments of the principal or interest hereunder.

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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:

_____ or at such other address as the purchasers will indicate to the 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 five percent (5%) 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.

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 this day and year first above written.

[Signature]
Sellers

[Signature]
Purchasers

of this contract; and upon such election being made, all rights of the purchasers hereunder shall be retained by the sellers in

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STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me FRED HOLTMAN and NELLIE HOLTMAN, husband and wife, and EDWARD J. HOLTMAN and LORRAINE HOLTMAN, 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 25th day of January, 1972.

Janita Baurland
Notary Public for State of Washington
Residing at White Salmon

