

REAL ESTATE CONTRACT OF SALE
(Correction Contract)

THIS AGREEMENT, made and entered into this 21 day of March, 1973, by and between FRED W. FRAZER and EVA K. FRAZER, husband and wife, hereinafter referred to as SELLERS, and JOHN B. MCCOURT and DOROTHY ANNE MCCOURT, husband and wife, hereinafter referred to as PURCHASERS,

W I T N E S S E T H:

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 NO. 1

The West Half of the Southeast Quarter of the Northwest Quarter (W 1/2 SE 1/4 NW 1/4) EXCEPT the north 558 feet thereof; and the West Half of the Northeast Quarter of the Southwest Quarter (W 1/2 NE 1/4 SW 1/4) EXCEPT that portion thereof lying southeasterly of the county road known and designated as the Underwood-Willard Highway; in Section 21, Township 3 North, Range 10 E. W. M.

PARCEL NO. 2

A tract of land situated in the East Half of the Southeast Quarter of the Northwest Quarter (E 1/2 SE 1/4 NW 1/4) and in the East Half of the Northeast Quarter of the Southwest Quarter (E 1/2 NE 1/4 SW 1/4) of Section 21, Township 3 North, Range 10 E. W. M. described as follows:

Beginning at the northwest corner of the E 1/2 of the SE 1/4 of the NW 1/4 of said Section 21 marked with a railroad iron, thence south 860 feet to the initial point of the tract hereby described; thence south 1,167.96 feet to the northerly line of the county road known and designated as the Underwood-Willard Highway; thence following the said highway north 70° 13' east 106.7 feet; thence north 66° 24' east 118.2 feet; thence north 12° 55' east 43.0 feet; thence north 22° 29' west 52.8 feet; thence north 51° 11' east 160.9 feet; thence north 895.6 feet; thence south 89° 38' west 323.41 feet to the initial point. *J. B. McCourt*

PARCEL NO. 3

All that portion of the South Half of the Southwest Quarter of the Northeast Quarter (S 1/2 SW 1/4 NE 1/4) of Section 21, township 3 north, range 10 E. W. M., lying northwesterly of the county road known and designated as the Underwood-Willard Highway, EXCEPT that portion thereof described as follows: Beginning at the intersection of the northwesterly right of way line of said highway with the north line of the S 1/2 of the SW 1/4 of the NE 1/4 of the said Section 21, said point being 568.98 feet west of the northeast corner

of the S 1/2 of the SW 1/4 of the NE 1/4 of the said Section 21; thence following the north line of the S 1/2 of the SW 1/4 of the NE 1/4 of the said Section 21 west 280 feet; thence south 185 feet, more or less, to a point north 100 feet from the northwesterly right of way line of said Underwood-Willard Highway; thence west 200 feet; thence south 225 feet, more or less, to the northwesterly right of way line of said highway; thence in a northeasterly direction following the northwesterly right of way line of said highway to the point of beginning.

RESERVING, however to grantors, their heirs and assigns, that certain underground rectangular concrete reservoir located 182 feet south and 54 feet east of said initial point, together with the water pipelines from said reservoir to the dwelling house of grantors, and right to repair same and maintain same. (This applies to parcel 2 only)

GRANTING also, a mutual easement 12 feet in width to be used in common with grantors, their heirs and assigns, over the existing road leading from the said Underwood-Willard Highway along the east line of the above described real property to a loading platform now constructed on grantor's property (This applies to parcel 2 only)

TOGETHER with the following personal property:

- 1 portable sprayer with 400 gal. tank
- 2 rubber tired wagons
- 1 2 bottom plow
- 2 disc harrows (one double and other single)
- 2 Ford rubber tired tractors
- 1 crawler tractor
- 1 tractor cultivator
- 1 buzz saw for tractor
- 13 wooden ladders
- 8 aluminum ladders
- miscellaneous picking bags and buckets used for orchard work

The total purchase price of the aforementioned real and personal property shall be the sum of THIRTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$38,500.00) of which the sum of SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$7,700.00) has been paid down by purchasers unto the sellers, the receipt of which is hereby acknowledged; the balance to wit, the sum of THIRTY THOUSAND EIGHT HUNDRED DOLLARS (\$30,800.00) shall be payable at the rate of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS per annum or more, including interest at the rate of five and one-half per cent (5 1/2) per annum on all deferred balances. First yearly payment shall become payable one year from date of this contract and continue each and every year thereafter on said date until entire balance of principal and interest has been paid in full. Purchasers shall have the right to accelerate any payments of the principal or interest hereunder.

That the parties hereto specifically and expressly agree that the current 1964 crop is herewith included in the purchase price and shall inure to the benefit of the purchasers herein.

That the sellers and purchasers herein agree that when the purchase price has been reduced to the sum of \$28,500.00, then said sellers shall convey unto the purchasers a Bill of Sale covering the aforementioned and described personal property; and the sellers hereby authorize and direct the escrow holder to convey unto the purchasers the said Bill of Sale when the aforementioned condition of payment has been met.

It is agreed that the purchasers shall procure at their expense a policy of fire insurance in the sum of not less than \$5,000.00 with loss payable to the respective parties as their interests may appear at the time of such loss occurring, if any.

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

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

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.

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

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 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: Underwood, Washington, 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 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.

This indenture shall be binding on the heirs, assigns, successors and personal representatives of the parties hereto as if they were made a party hereto.

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

Edna M. E. Egan
Edna M. E. Egan
 SELLERS

John H. McLean
John H. McLean
 PURCHASERS

STATE OF WASHINGTON)

ss.

County of Klickitat)

On this day personally appeared before me FRED W. FRAZER and EVA K. FRAZER, 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 1st day of March, 1973.

[Signature]
Notary Public for State of Washington
Residing at White Salmon

STATE OF WASHINGTON)

ss.

County of Klickitat)

On this day personally appeared before me JOHN B. MC COURT and DOROTHY ANNE MC COURT, 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 1st day of March, 1973.

[Signature]
Notary Public for State of Washington
Residing at White Salmon



No. 1836
TRANSACTION EXCISE TAX

APR 3 1973

Amount Paid 1836
By State of Washington
By County of Klickitat

