



REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 26 day of March, 1974, by and between L. F. GEORGE/HUNSAKER and JUNE/HUNSAKER, husband and wife, hereinafter referred to as SELLERS, and MICHAEL A. CLOUD, a single man, 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:

Lot 1, Block 1, Town of Underwood, according to plat in Book A, Plats, page 19

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of FORTY FIVE HUNDRED DOLLARS (\$4500.00), of which the sum of TWENTY TWO HUNDRED FIFTY DOLLARS (\$2250.00) shall be paid down, receipt of which is hereby acknowledged. The balance thereafter, to wit, TWENTY TWO HUNDRED FIFTY DOLLARS (\$2250.00) shall be payable on or before, but not later than December 31, 1974. The principal balance shall bear interest at the rate of six percent (6%) per annum on the unpaid principal balance. Sellers herein grant the purchaser the right to accelerate any payments of the principal or interest hereunder without penalty except as to accrued interest at the time of exercise of acceleration, if any.

The sellers further agree to provide purchaser with a policy of title insurance in the sum of \$4500.00 within thirty days of the date of closing.

The purchaser 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 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.

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:

Underwood, 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 take 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 percent (6%) 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, 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.

George Hunsaker Michael A. Cloud
PURCHASER
John Hunsaker
SELLER

STATE OF WASHINGTON)
County of Klickitat) ss.

No. 2417
TRANSACTION EXCISE TAX

MAR 29 1974

Amount Paid \$46.00
Michael A. Cloud
Skamania County Treasurer

On this day personally appeared before me GEORGE HUNSAKER, husband and wife, and MICHAEL A. CLOUD, a single man, 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 26th day of March, 1974.

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