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BOOK 66. PAGE 816

## REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT MADE AND entered into this 8 day  
of June, 1974, by and between RUSSELL C. MC VAY  
 and WILLIAM C. MC VAY, each single and each an undivided  
 one-half interest as his separate estate, hereinafter refe-  
 rred to as SELLERS, and DONALD K. CAMPBELL and THOMASINA  
 M. CAMPBELL, 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 and personalty, situated in the County  
 of Skamania State of Washington, to wit: The last eight rods of  
 The Southeast quarter of the Northwest Quarter (SE 1/4 NW 1/4)  
 of Section 19, Township 3 North, Range 10, E.W.1; and

The Southwest quarter of the Northeast Quarter (SW 1/4 NE 1/4)  
 of Section 19, Township 3 North, Range 10 E.W.1; and the north  
 66 feet of the Northwest Quarter of the Southeast Quarter  
 (NW 1/4 SE 1/4) of said Section 19, EXCEPT that portion thereof  
 lying Southerly of County Road No. 3130 designated as the  
 Kollock-Knapp Road; and EXCEPT that portion thereof described  
 as follows: Commencing at a point at which the county road,  
 commonly known and designated as the Kollock Road, intersects  
 with the private road commonly known as the McVay Camp  
 Road as is now laid out and has been laid out upon the  
 ground, as a point of beginning; thence east along the  
 northerly line of said Kollock County Road to a point of  
 its intersection with the east line of the SW 1/4 of the  
 NE 1/4 of the said Section 19; thence north along said east  
 line to a point where said line intersects with the Mc Vay  
 Camp road as it is now laid out and exists upon the ground;  
 thence from said point of intersection in a southwesterly  
 direction along the easterly line of said Mc Vay Camp  
 Road to a point of its intersection with the point of be-  
 ginning herein described, the same being a triangular parcel  
 of land. (Parcel 1)

ALSO: An undivided one-third interest in Government lots  
 3 and 4, being also described as the West half of the  
 Southwest quarter (W 1/2 SW 1/4) of Section 18, Township  
 3 North, Range 10 E.W.1. TOGETHER further with all water  
 rights, water pipeline easements and installations app-  
 urtenant thereto

2584

No. \_\_\_\_\_  
**TRANSACTION EXCISE TAX**

JUN 4 1974

By \_\_\_\_\_  
 Skamania County Treasurer



TOGETHER, with the following described personal property:

- 17 Aluminum Ladders
- 1 Caterpillar 22 Tractor
- 1 Case 310 Tractor
- 1 10 foot disc
- 1 John Deere Subsoiler
- 12 Picking bags
- 2 Fork lifts
- 1 Friend Sprayer

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of NINETY THOUSAND DOLLARS (\$90,000.00) of which the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) shall be paid down; receipt of which is hereby acknowledged; the balance thereafter, to wit, the sum of SIXTY FIVE THOUSAND DOLLARS (\$65,000.00) shall be payable by purchasers unto sellers over a fifteen (15) year amortized period, commencing on the first day of January, 1975, which balance of \$65,000.00 amortized and pre-computed on a monthly basis at the rate of seven percent (7%) on the unpaid deferred balance, shall be the sum of FIVE HUNDRED EIGHTY FOUR and 26/100ths DOLLARS (\$584.26) per month. Sellers herein grant the purchasers the right to accelerate any payments of the principal and interest herein without penalty.

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 and disbursement and escrow of the balance of the payments hereinabove specified to be made to the sellers.

Sellers further agree to provide purchasers with a policy of title insurance in the sum of \$90,000.00 thirty days prior to the last payment due hereunder.

The purchaser shall be entitled to all right title and interest in unto the 1974 growing crop, growing upon said premises, provided however that the purchaser, on closing and execution of this agreement shall pay unto the seller in cash at the time of such closing

a reimbursement sum of money for all expenditures advanced upon said growing crop by the sellers, including spray material, fertilizer and labor pruning costs, and that upon presentation of such statement by the seller unto the purchaser, the said purchaser shall reimburse said sum unto the seller.

The purchasers shall be entitled to possession of the premises on closing.

Purchasers agree to purchase a policy of fire insurance in the sum of \$15,000.00 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 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 as may between purchasers and sellers hereafter become a lien on said premises. The real estate taxes for the year 1974 will be pro-rated between the sellers and purchasers as of the date of this contract.

The purchasers shall assume all hazards or damage, loss 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 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 nor 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 percent (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.



The parties hereto understand and agree that insofar as evacuation of the above described premises, there exists a certain residence dwelling situated thereupon which for the purpose of this agreement shall have a valuation of said residence dwelling thereupon of the sum of \$15,000.00 which figure of \$15,000.00 is solely for the express understanding between the parties that the said residence dwelling thereupon is valued at said sum of \$15,000.00 in relation to the entire purchase price of the entire premises herein covered under this contract of sale.

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.

William McVay Donald K Campbell Jr.  
Russell C McVay Thomasina M Campbell  
 SELLERS PURCHASERS

STATE OF WASHINGTON )  
 County of Klickitat ) ss.

On this day personally appeared before me RUSSEL C. MC VAY and WILLIAM G. MC VAY, single persons, 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 28 day of March, 1974.

Notary Public for State of Washington  
 residing at White Salmon

STATE OF FLORIDA )  
 County of Dade ) ss.

On this day personally appeared before me DONALD K. CAMPBELL, JR. and THOMASINA M. CAMPBELL, 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 28 day of March, 1974.

Notary Public for State of Florida  
 My Commission Expires 1/1/75  
 I am a member of the National Association of Notaries Public