

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 31 day of July, 1974, by and between DARRELL TILLOTSON and LAVELLE TILLOTSON, husband and wife, hereinafter referred to as SELLERS, and MICHAEL M. ARTERBURY and CAROLINE J. ARTERBURY, 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 the County of Skamania, State of Washington, to wit:

A tract of land in the East one half of the Northwest one quarter of the Northeast one quarter of the Southwest one quarter of Section 26, Township 4 North, Range 7 East W.M.; more particularly described as follows: Beginning at the intersection of the Northerly right of way line of Trout Creek Road, County Road Number 2270, as constructed in 1972, with the west line of the East one half of the Northwest one quarter of the Northeast one quarter of the Southwest one quarter of Section 26, Township 4 North, Range 7 East W.M.; thence North along said west line 260 feet; thence East to the westerly right of way line of said Trout Creek Road; thence Southwesterly along said right of way line to the point of beginning. Containing 0.5 acres more or less.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of ELEVEN THOUSAND DOLLARS (\$11,000.00) of which the sum of THREE THOUSAND DOLLARS (\$3,000.00) has been paid down, including earnest money herein. The balance to wit, EIGHT THOUSAND DOLLARS (\$8,000.00) shall be payable in full on or about but no later than SIXTY (60) days from date herein, September 10, 1974, without interest thereupon.

The purchasers shall be entitled to possession of the premises on or before but no later than July 10, 1974.

Purchasers agree to purchase a policy of fire insurance in the sum of \$8,000.00 with loss payable to the

1 respective parties as their interests may appear in the
2 event of such loss occurring.

3 Sellers agree on full payment of said purchase price
4 in the manner hereinbefore specified, to deliver to the
5 purchaser a good and sufficient warranty deed of said
6 described premises.

7 The parties hereto understand and agree that any
8 improvements made unto said premises by the purchasers
9 shall become the property of the sellers in the event of
10 default by purchasers; and any improvements made by
11 purchasers shall constitute fixtures and shall not be re-
12 moved in event of default.

13 This contract shall not be assignable by the pur-
14 chasers without the consent of the sellers in writing and
15 attached hereto.

16 Purchasers agree to pay before delinquency all
17 taxes and assessments that as may between purchaser and
18 sellers hereafter become a lien on said premises, except
19 that sellers herein agree to pay the 1974 taxes.

20 The purchasers shall assume all hazards or damage
21 to or destruction of any improvements now on said land
22 or hereafter to be placed thereon and of the taking of
23 said premises or any part thereof for public use.

24 Time is of the essence of this contract. In case the
25 purchasers shall fail to make any payment of the said
26 purchase price promptly at the time the same shall
27 become due as hereinbefore provided or promptly to perform
28 any covenant or agreement aforesaid, the sellers may elect
29 to declare forfeiture and cancellation of this contract;
30 and upon such election being made, all rights of the
31 purchasers hereunder shall be retained by the sellers in
32 liquidation of all damages sustained by reason of such

1 failure. Service of all demands, notices or other papers
2 with respect to such declaration of forfeiture and can-
3 cellation may be made by registered mail at the following
4 address, to wit:

5 Stevenson, Washington

6 or at such other address as the purchasers will
7 indicate to the sellers in writing.

8 The purchasers agree that full inspection of the
9 described premises has been made and that neither the
10 seller nor assigns shall be held to any covenant respecting
11 the conditions of any improvements on said premises nor
12 to any agreement for alterations, improvements or unless
13 the covenant to be relied upon be in writing and attached
14 to and made a part of this contract as hereinbefore provided.

15 In case the purchasers shall fail to make any payment
16 herein before provided by the purchasers to be made, the
17 sellers may make such payment and any amount so paid by
18 the sellers, together with interest thereon from the
19 date of payment until repaid at the rate of six percent
20 (6%) per annum shall be repayable by the purchaser on
21 demand without prejudice to any other right the sellers
22 might have by reason of such default.

23 In the event that action or suit be brought in the
24 contract by the sellers against the purchasers to enforce
25 any covenant herein or for payment of installments or other-
26 wise, the purchasers herein agree to stand all costs of
27 court and such fees as the court may adjudge as reasonable
28 attorney's fees herein.

29 This indenture shall be binding on the heirs, assigns,
30 successors and personal representatives of the parties
31 hereto as if they were made a party thereof.
32

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

Darrell Tillotson
Lavelle Tillotson
SELLERS

Mike Arterbury
Caroline Arterbury
PURCHASERS

STATE OF WASHINGTON)
County of Klickitat) ss.

On this day personally appeared before me DARRELL
TILLOTSON and LAVELLE TILLOTSON, 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 31ST day
of July, 1974.

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

STATE OF WASHINGTON)
County of Klickitat) ss.

On this day personally appeared before me MICHAEL M.
ARTERBURY and CAROLINE J. ARTERBURY, husband and wife,
to me known to be the individuals described an and who
executed the within and foregoing instrument and acknow-
ledged 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 31ST day
of July, 1974.

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

No. 2743
TRANSACTION EXCISE TAX

AUG 5 1974

Amount Paid \$100.00
Michael M. Arterbury
Skamania County Treasurer
By Karen Springer dep

