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REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 18th day of September, 1975, by and between GENEVA FRIAND, a single person, as her sole and separate estate, hereinafter referred to as SELLER, and FRED L. RACZYKOWSKI and ROSE RACZYKOWSKI, husband and wife, hereinafter referred to as PURCHASERS,

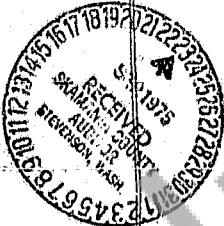
WITNESSETH:

The Seller agrees to sell to the Purchaser and the Purchaser agree to purchase of the Seller, the following described real estate situated in Skamania County, State of Washington, to-wit:

The Southeast Quarter of the Northwest Quarter of the Southeast Quarter (SE 1/4 NW 1/4 SE 1/4) of Section 10, Township 3 North, Range 9 EWB; EXCEPT that portion thereof lying southwesterly of County Road No. 3224 designated as the Little Rock Creek Road, and SUBJECT to easements and rights of way for County Road No. 3224 designated as the Little Rock Creek Road.

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), of which the sum of ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,200.00) shall be paid down, receipt of which is hereby acknowledged: The balance thereafter, to-wit, the sum of THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$3,800.00) shall be payable as follows: The sum of SIXTY AND NO/100 DOLLARS (\$60.00) per month, including interest at the rate of eight percent (8%) per annum on the unpaid deferred balances. The first payment shall become due and payable on October 15, 1975, and on the 15th day of each and every month thereafter until the entire balance of principal and interest shall have been paid in



full. Seller herein grants the Purchasers the right to accelerate any payments of the principal or interest hereunder, without penalty.

The parties hereto agree to execute coincident herewith appropriate escrow instructions with the Columbia Gorge Bank, Bingen branch, Bingen, Washington, for the purpose of collection and disbursement and escrow of the balance of the payment hereinabove specified to be made to the Seller.

The Purchasers shall be entitled to immediate possession upon execution of this contract.

Seller agrees on full payment of said purchase price in the manner hereinbefore specified, that she 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 Seller, 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.

Purchasers agree to pay before delinquency all taxes and assessments, commencing with the year 1976, that as may between Purchasers and Seller 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.

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

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 Seller 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:

Cook, Washington 98605

or at such other address as the Purchasers will indicate to the Seller in writing.

The Purchasers agree that full inspection of the described premises has been made and that neither the Seller 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 Seller may make such payment and any amount so paid by the Seller, together with interest thereon from the date of payment until repaid at the rate of eight percent (8%) per annum, shall be repayable by the Purchasers on demand without prejudice to any other right the Seller may have by reason of such default.

In the event that action or suit be brought in the contract by the Seller against the Purchasers to enforce any covenant herein or for payment of installments or otherwise, the Purchasers

herain 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 the day and year first above written.

Geneva Friend
SELLER

Fred L. Raczynski
Purchasers

STATE OF WASHINGTON

Klickitat Co.
County of ~~BRUNNEN~~

On this day personally appeared before me GENEVA FRIEND, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of September, 1975.

Thomas R. Schaefer
Notary Public for State of Washington
residing at Bingen

STATE OF WASHINGTON
Klickitat Co.
County of ~~BRUNNEN~~

On this day personally appeared before me FRED L. RACZYKOWSKI and ROSE RACZYKOWSKI, 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 19th day of September, 1975. 3556

No. _____
TRANSACTION EXCISE TAX

SEP 23 1975

Amount Paid \$5.00

Thomas R. Schaefer
Notary Public for State of Washington
residing at Bingen

By Geneva Friend