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## REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT IS MADE AT White Salmon, Washington, on August in 1777

a day of July, 1976, by Myrna L. Morones of Cook, Washington, nereinafter referred to as Seller, and Waldo S. Zaugg and Phyllis

D Saugg of Cook, Washington, hereinafter referred to as Pur-

In forsideration of the coverants made each to the other, as berein set forth, the parties / ree as follows;

(1) Soller shall sell and convey and Furchaser shall purchase on the terms and conditions hereinafter set forth, the real property together with improvements thereon, consisting of a dwelling house, and all appurtenances thereto, situated in the County of Skamania, State of Washington, more particularly described as follows, to wit:

The north 412 feet of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NET SET SET) of Section 10, Township 3 North, Range 9 EWM;

Together with all water rights appurtenant thereto:

But reserving to the Grantors, their heirs and assigns, an easement for a water pipeline to be buried below plow depth extending from the existing ditch leading from Rock Creek to the south line of the above described real property, and the right to repair and maintain the same.

(2) The full panchase price for the property is THIRTY-FIVE THOUSAND DOLLARS (\$35,000). Purchaser acknowledges the receipt from Seller of the amount of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500) leaving a balance of SIXYEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500) to be paid on or before November 1, 1976.

(3) On payment of the purchase price as herein provided or assurance of its payment satisfactory to Seller, Seller shall execute and deliver a deed describing the property and conveying the same to Purchaser or his nominee.



No.
TRANSACTION EXCISE TAX
SEP 3 1276
Amount Paid 3 5 9

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SCHOOL STATE

(4) Seller shall furn sh for Purchaser's examination a preliminary title report issued by Skamania Title Company showing condition of the title of the property as of the date of issuance of the preliminary title report. The preliminary title report shall remain the property of the Seller pending completion of this transaction.

(5) Title to the property shall be good and marketable. free and clear of all a cumberances, all liens, restrictions. defects and burdene, and easements except those as specifically noted in the warrarty deed to be delivered to Purchasers, and except unpaid taxes not delinquint.

- Unless extended by written agreement of the parties this contract shall be completed and the transaction closed on or before November 1. 1976.
- (7) Possession of the property shall be delivered on payment. of the final payment or sooner as may be determined between Seller and Purchasers in a separativa greement.
- The following items shall be prorated to the date of closing; taxes and assessments.
- This contract shall inure to the benefit of and bind the heirs, personal representatives and assigns of the respective parties.

EXECUTED IN DUPLICATE on the day and year first above written

Thyllis Tr Zorney

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State of Washington )

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ON INIS DATE personally appeared before me MYRNA L. MOMONES, to me known to be the individual described in and who executed

REAL ESTATE CONTRACT OF SALE Myrna L. Morones et ux. /Waldo B. and Phyllis D. Zaugg ot ux. Page 2

JOSEPH LUBUL

the 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 23 day of

Notary Public is and for the State of Washington residing at White Salmon, Washington

State of-Washington )
County of Klickitat )

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Jugart, 1976.

ON THIS DATE personally appeared before me WALDO S. ZA GG
AND PHYLLIS D. ZAUGG, to me known to be the individualsddescribed in and who executed the 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 scal this ) 3 day of

Notary Public in and for the State of Washington residing at White Salmon, Washington

REAL ESTATE CONTRACT OF SALE Myrna L. Morones et un./Waldo S. Zaugh and Phyllis D. Zaugg et ux. Page 3

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