

84523

REAL ESTATE CONTRACT OF SALE

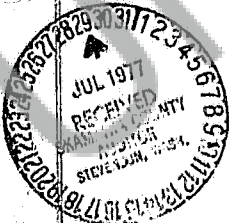
THIS AGREEMENT, made and entered into this 22 day of July, 1977, by and between LOUIS L. SLYTER and PATRICIA M. SLYTER, husband and wife, hereinafter referred to as SELLERS, and GILBERT L. BLISS, a single person, as his sole and separate estate, hereinafter referred to as PURCHASER;

WITNESSETH:

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:

The North 546 feet of the Northeast Quarter of Section 35, Township 3 North, Range 7, EWM, EXCEPT the West 60 rods thereof; and that part which is East of the center line of the unnamed creek, and EXCEPT a 40 foot right of way and 80 foot turnaround for the Manning Road, dedicated to the County,

EXCEPT therefrom the North 165 feet thereof the foregoing described property situated in the Northeast Quarter of Section 35, Township 3 North, Range 7, EWM.



No. 4945
TRANSACTION EXCISE TAX

JUL 29 1977

Amount Paid \$200.00

Skamania County Treasurer

By *David J. Bailey*

The terms and conditions of this contract are as follows:
The total purchase price shall be the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) of which the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) shall be paid down, receipt of which is hereby acknowledged. The balance thereafter, to-wit, the sum of NINETEEN THOUSAND AND NO/100 DOLLARS (\$19,000.00) shall be payable at the rate of \$100.00 per month, including interest at the rate of eight percent (8%) per annum on the unpaid. Deferred monthly balances, to commence with first payment on August 1, 1977, and a like sum on the 1st day of each and every month thereafter until the entire balance of principal and interest shall have been paid in full. All payments herein to bear interest at the rate of eight percent (8%) per annum, computed from date hereof, on said principal balance of \$19,000.00.

Purchaser shall be entitled to possession of the premises immediately upon execution hereof.

Sellers herein grant unto the Purchaser the right to accelerate any payments of the principal or interest hereunder without penalty.

Sellers agree to provide Purchaser with a policy of title insurance in the sum of \$20,000.00.

The parties hereto agree to execute coincident herewith appropriate escrow instructions with the Rainier National Bank, White Salmon Branch, White Salmon, Washington, for the purpose of collection of disbursement and escrow of the balance of the payments hereinabove specified to be made to the Sellers.

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 the event of default.

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

The parties hereto agree that the 1977 Real Estate Taxes on said premises shall be prorated, with Sellers paying same to date of execution hereof, and Purchaser to pay the remainder of the 1977 Real Estate Taxes from date of execution heretof to December 31, 1977; and Purchaser agrees to pay before delinquency all taxes and assessments that as may between Purchasers and Sellers hereafter become a lien on said premises from date hereof.

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:

Rt. 1, Box 23-B
Straverson, WA 98648

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 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 five percent (5%) 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.

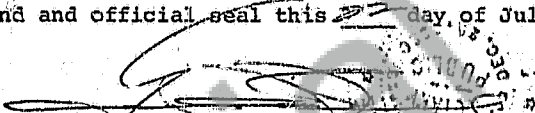
William E. Blair
PURCHASER

Louis E. Myler
Patricia M. Myler
SELLERS

STATE OF WASHINGTON)
) ss.
 County of Klickitat)

On this day personally appeared before me LOUIS L. SLYTER and PATRICIA M. SLYTER, 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 22 day of July, 1977.


 Notary Public for State of Washington
 residing at White Salmon

STATE OF WASHINGTON)
) ss.
 County of Klickitat)

On this day personally appeared before me GIL/L. BLISS, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of July, 1977.


 Notary Public for State of Washington
 residing at White Salmon

STATE OF WASHINGTON)
 COUNTY OF SKAMIAHA) ss.

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT IS TRULY FILED BY

Shirley E. Little Co
 OF Skamania County, Wash
 AT 11:00 A.M. July 22, 1977
 WAS RECORDED IN BOOK 73
 OF Reed AT PAGE 132
 RECORDS OF SKAMIAHA COUNTY, WASH.

J.P. Jones
 COUNTY AUDITOR
 BY E. McFarland DEPUTY

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIS.	<input checked="" type="checkbox"/>
INSPECTED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>