

3-7-25-D-102
SK-10744

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 9th day of January, 1978, by and between MARY JANE AUSTIN, a widow, as her sole and separate estate, hereinafter referred to as SELLER, and JAMES M. WILHELM and KAY A. WILHELM, husband and wife, a marital community, hereinafter referred to as PURCHASERS:

WITNESSETH:

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

A tract of land located in the Southeast Quarter of Section 25, Township 3 North, Range 7 E.W.M., described as follows:

Beginning at a point 1,286.5 feet North and 339.38 feet West of the Southeast corner of the said Section 25, said point being located on the Northerly line of a dedicated road; thence North 35° 02' East 125.35 feet; thence North 48° 57' West 146.03 feet; thence South 32° 11' West 158.07 feet to the Northerly line of the dedicated road aforesaid; thence South 62° 06' East following the Northerly line of said road to the point of beginning.

Together with water rights for domestic purposes only as shown on the Plat of Yeager Haven on file and of record at Page 134 of Book "A" of Plats, Records of Skamania County, Washington.

SUBJECT TO: A right-of-way 20 feet in width for a private road granted to Harold R. White and Laura E. White, husband and wife, by deed dated August 31, 1956, and recorded September 5, 1956, at Page 254 of Book 42 of Deeds, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of NINETEEN THOUSAND FIVE HUNDRED

DOLLARS (\$19,500.00), of which the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) has been paid down, the receipt of which is hereby acknowledged for down payment, which includes TWO HUNDRED DOLLARS (\$200.00) earnest money herein conveyed to Seller by Purchasers. The balance, to-wit: the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) shall be payable in ONE HUNDRED SIXTY-EIGHT (168) monthly installments (14 years) of ONE HUNDRED SEVENTY-EIGHT AND 32/100 DOLLARS (\$178.32) per month which the parties hereto acknowledge has been pre-amortized at the interest rate of nine (9%) percent per annum.

Seller herein grants the Purchasers the right to accelerate any payments of the principal or interest hereunder.

Purchasers shall be entitled to possession of the premises upon closing.

Purchasers agree to purchase a policy of fire insurance in the sum of SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00) with loss payable to the respective parties as their interests may appear in the event of such loss occurring. Further, Purchasers shall deliver a paid up copy of the fire insurance policy unto the Seller and shall provide the Seller with a receipt showing the fire insurance premiums to be paid in full during the tenure of this contract.

Seller agrees to provide Purchasers with a policy of title insurance in the sum NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$19,500.00).

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

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

Purchasers agree to pay before delinquency all taxes and assessments that as may between Purchasers and Seller hereafter become a lien on said premises; however, it is further agreed that Seller shall pay all 1977 taxes and Purchasers shall pay taxes commencing January 1, 1978.

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.

Time is of the essence of this contract. In case the Purchasers shall fail to make any payment of the said purchase price prior to the time the same shall become due as hereinbefore provided or 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 Seller 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:

Box 264
Stevenson, Washington

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 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 Purchasers 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 nine (9%) percent per annum shall be repayable by the Purchasers on demand without prejudice to any other right the Seller might 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 herein 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.

SELLER:

Mary Jane Austin

PURCHASERS:

James M. Wheeler
Henry A. Williams

STATE OF WASHINGTON)

County of Klickitat)

SS.

On this day personally appeared before me MARY JANE AUSTIN, a widow, as her sole and separate estate, 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 purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of January 1978.

Barbara B. Smith
Notary Public for the State of Washington
Residing at: Pempton

STATE OF WASHINGTON

County of

Klickitat

ss.

On this day personally appeared before me JAMES M. WILHELM and KAY A. WILHELM, husband and wife, a marital community, 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 purposes therein mentioned.

GIVEN under my hand and official seal this *9th* day of *January*, 1978.

Barry B. Singer
Notary Public for the State of Washington
Residing at: *Bingen*