

88522

REAL ESTATE CONTRACT OF SALE

* * * * *

THIS AGREEMENT, made and entered into this 7th day of May, 1979, by and between JAMES R. WOOD and FRANCES L. WOOD, husband and wife, hereinafter referred to as SELLERS, and JOHN R. SIDERS and MARGARET SIDERS, as tenants in common, hereinafter referred to as PURCHASERS,

WITNESSETH:

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:

Beginning at a point which is 628.89 feet south of the common section corner of Sections 34, 35, 3 and 2 of Township 3 north, Range 10 east, W.M.; thence west 330 feet to the true point of beginning; thence south 2°26'22" east 658.61 feet; thence south 89°54'53" west 475.80 feet; thence north 5°52'48" east 660.92 feet; thence north 89°48'28" east 360.00 feet to the true point of beginning, all in Skamania County.

ALSO SITUATED THEREON AND CONSTITUTED AS REAL PROPERTY the following described:

1974 Suburban Mobile Home
Serial No. 1071

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500.00) of which the sum of SIX THOUSAND DOLLARS (\$6,000.00) has been paid down by Purchasers unto Sellers, the receipt of which is hereby acknowledged. The balance, to-wit, the sum of TWENTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$26,500.00) shall be payable as follows, to-wit: The Purchasers herein shall assume that certain Contract No. 814 in the amount of NINE THOUSAND THIRTY-ONE DOLLARS AND SEVEN CENTS (\$9,031.07) and that certain Note

For record in compliance with County subdivision ordinances.
Said County Auditor - By: J. L.

No. 50-0800-043877 in the amount of FOURTEEN THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS AND TWENTY-FOUR CENTS (\$14,198.24), both being held by the RAINIER NATIONAL BANK of White Salmon, Washington, and the remaining balance of THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS AND SIXTY-NINE CENTS (\$3,270.69) shall be payable by the Purchasers unto Sellers at the rate of THIRTY-TWO DOLLARS AND NINETY-FIVE CENTS (\$32.95) per month until paid in full.

Sellers herein grant the Purchasers the right to accelerate any payment of the remaining balance of \$3,270.69 hereunder without penalty.

Purchasers shall be entitled to possession of the above-described premises on or before, but no later than May 11, 1979.

It is hereby acknowledged by and between Sellers and Purchasers herein that a Bill of Sale has been executed by Sellers and that a Deed and Purchaser's Assignment of Real Estate Contract has been executed by Sellers and Purchasers herein conveying all of the Sellers' right, title, interest and equity in and to the above-described real estate and appurtenants thereon situated unto the Purchasers herein, and further, by these presents, the Sellers herein agree to and do hereby assign all of their right, title, interest and equity in and to the aforementioned real estate and appurtenants thereon situated unto the Purchasers herein.

Sellers herein agree to and do hereby assign unto Purchasers herein, all of their right, title and interest in and to that certain Application for Utilities Service, dated October 28, 1974, in the amount of ONE THOUSAND FIFTY-SEVEN DOLLARS AND SIXTY-EIGHT CENTS (\$1,057.68) executed by Sellers herein and recorded under Auditor's File No. 155701, Volume 173, pages 516 and 517, March 10, 1976, Klickitat County, Washington.

Purchasers agree to pay, before delinquency, all taxes and assessments that as may between Purchasers and Sellers hereafter

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become a lien on said premises; however, it is further agreed that the real estate taxes for the year of 1979 shall be prorated as of May 15, 1979 and thereafter the Purchasers shall pay all the real estate taxes due or which may become due hereafter.

Purchasers herein agree to and shall be obligated to procure fire insurance on the above-described premises.

~~It is specifically understood and agreed herein that the Sellers shall be obligated to complete the fencing of the west line of the aforescribed property as set forth in the original Real Estate Contract, under Improvement Duties, between BETHWEL HENDRYX, as Seller, and the Sellers herein as Purchasers, dated July 17, 1974, and that the Purchasers herein shall be held harmless with respect to such fencing aforementioned.~~ J.R. 11/15/78

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 indenture shall be binding on the heirs, assigns, successors and personal representatives of the parties hereto as if they were made a party hereof.

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

James R. Wood

John V. Siders

Frances J. Wood

Margaret Siders

- SELLERS -

- PURCHASERS -



STATE OF WASHINGTON)
) ss
 County of Clallam)

On this day personally appeared before me JAMES R. WOOD and FRANCES L. WOOD, 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 9 day of May, 1979.

Lucinda Thompson
 Notary Public for State of Washington
 Residing at Forks

STATE OF WASHINGTON)
) ss
 County of Klickitat)

On this day personally appeared before me JOHN R. SIDERS and MARGARET SIDERS, 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 7th day of May, 1979.

NO. 6662
TRANSACTION EXCISE TAX

Clara J. Bennett
 Notary Public for State of Washington
 Residing at White Salmon

88522

Amount 2.16 66.50

Stamp is County Treasurer

By John R. Siders

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Margaret Siders

OF P.O. Box 417 White Salmon

AT 1:15 P.M. May 11, 1979

FILED IN BOOK 76

Declar ALL 510

Sp. Tolce CLACKAMAS COUNTY, WASH

W. Wachter COUNTY CLERK

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