

35/1579
3-9-31-500 REAL ESTATE CONTRACT OF SALE

* * * * *

THIS AGREEMENT, made and entered into this 25th day of July, 1979, by and between GEORGE P. WEEKS and MADELINE A. WEEKS, husband and wife, hereinafter referred to as SELLERS, and ROGER MCCARTHY and DORENE MCCARTHY, husband and wife, hereinafter referred to as PURCHASERS,

W I T N E S S E T H:

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:

A tract of land located in the James M. Findley D.L.C. in Section 31, Township 3 north, Range 9 east, W.M., described as follows:

Beginning at the southwesterly corner of the Glen E. Kidner property as more particularly described by Deed dated May 15, 1964, and recorded at page 499 of Book 52 of Deeds, Records of Skamania County, Washington; thence northerly along the easterly line of said Kidner Tract 486 feet; thence west 325 feet; thence south parallel to the west line of said Kidner Tract to the northerly right-of-way line of State Road 14; thence in a northeasterly direction following the northerly line of State Road 14 to the point of beginning;

EXCEPT that portion thereof consisting of 1.12 acres, more or less, conveyed to the State of Washington by Deed dated February 16, 1950, and recorded at page 8 of Book 33 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 TWELVE THOUSAND DOLLARS (\$12,000.00) of which the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) has been paid down at the time of execution of this contract, the receipt of which is hereby acknowledged by Sellers. The balance, to-wit, the sum of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00) shall be payable by the Purchasers unto Sellers as

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follows, to-wit, the parties hereto understand and agree there exists a certain Real Estate Mortgage in favor of RIVERVIEW SAVINGS of White Salmon, Washington, the unpaid balance of which is the sum of TWO THOUSAND NINETY-SEVEN DOLLARS AND THIRTY-SEVEN CENTS (\$2,097.37) which the Purchasers herein agree to assume and thereafter the assumption of said mortgage balance, as aforementioned, the Purchasers shall pay unto the Sellers the sum of ONE HUNDRED DOLLARS (\$100.00) per month without interest until the entire balance of principal and interest shall have been paid in full.

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

Sellers agree, on full payment of said purchase price in the manner hereinabove specified, they will deliver to the Purchasers a good and sufficient Warranty Deed of said described premises.

Purchasers shall be entitled to possession of the premises thirty (30) days from date of execution of this contract.

Purchasers agree to pay, before delinquency, all taxes and assessments that as may between Purchasers and Sellers hereafter become a lien on said premises; however, it is further agreed that the real estate taxes for the year 1979 shall be pro-rated as of September 1, 1979, and thereafter the Purchasers shall pay all the real estate taxes due or which may become due hereafter.

Sellers agree to furnish unto the Purchasers a policy of Title Insurance showing said property to be free and clear of any and all encumbrances or defects in title.

Purchasers agree to purchase a policy of fire insurance in the sum of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00) 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 Sellers and shall provide the Sellers with a receipt showing the fire

insurance premiums to be paid in full during the tenure of this contract.

Sellers herein agree to perform all acts necessary to cause the water supply to said premises to be operable and running. Sellers further agree to pay all utilities due on said premises up to date of execution of this contract.

The Purchasers agree that full inspection of the described premises has been made and that neither the Sellers 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.

The parties hereto understand and agree that any improvements made unto said premises by the Purchasers shall become the property of the Sellers 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.

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.

In case the Purchasers shall fail to make any payment hereinbefore provided by the Purchasers to be made, the Sellers may make such payment and any amount so paid by the Sellers, and shall be repayable by the Purchasers on demand without prejudice to any other right the Sellers might have by reason of such default.

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 Sellers 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:

112 South Date
Toppenish, WA 98948

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

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

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 seals the day and year first above written.

George P Weeks

Roger McCarthy

Madelaine A. Weeks

Dorene McCarthy

- SELLERS -

- PURCHASERS -

89134

STATE OF WASHINGTON }
COUNTY OF EXAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Shirley A. Title Co.

OF Toppenish, WA

AT 11:15 A.M. Aug 1 19 79

WAS RECORDED IN BOOK 76

OF Weeks AT PAGE 947

RECORDS OF EXAMANIA COUNTY, WASH.

Sgt. T. L. L.

COUNTY CLERK

D. W. L.

DEPUTY

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

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me GEORGE P. WEEKS and MADELINE A. WEEKS, 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 25th day of July, 1979.

Notary Public for State of Washington
Residing at White Salmon

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me ROGER MCCARTHY and DORENE MCCARTHY, 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 25th day of July, 1979.

Notary Public for State of Washington
Residing at White Salmon

No. 6377
TRANSACTION EXCISE TAX

AUG 1 1979
Amount Paid \$120.00

Shawna County Treasurer
By *[Signature]* Deputy

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:

112 South Gate
Tarrytown, N.Y. 10590

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

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

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 seals the day and year first above written.

George P. Weeks

Robert J. McCarthy

Margaret A. Weeks

Doreen J. McCarthy

- SELLERS -

- PURCHASERS -

00134

STATE OF WASHINGTON
COUNTY OF SKAMAMIA

I HEREBY CERTIFY THAT THE FORE-
GOING INSTRUMENT OF WRITING FILED BY
WEEKS & MCCARTHY
ON 11/29/79 AT 11:30 A.M.
WAS RECORDED IN BOOK 76
OF RECORDS AT PAGE 947
OFFICE OF SKAMAMIA COUNTY, WASH.
COUNTY CLERK

RECORDED
INDEXED
FILED
RECORDED
INDEXED
FILED

STATE OF WASHINGTON)
) ss
 County of Klickitat)

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GIVEN under my hand and official seal this 25th day of July, 1979.

Notary Public for State of Washington
 Residing at White Salmon

STATE OF WASHINGTON)
) ss
 County of Klickitat)

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GIVEN under my hand and official seal this 25th day of July, 1979.

Notary Public for State of Washington
 Residing at White Salmon

CRCS

No. _____
 TRANSACTION EXCISE TAX

AUG 1 1979

Account Paid _____

Shelton County Treasurer

By _____ *Shelton County Treasurer*

WEEKS/MCCARTHY
 Real Estate Contract of Sale
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