

92042

BOOK 71 PAGE 357

REAL ESTATE CONTRACT OF SALE
(CORRECTION INSTRUMENT)

Registered ☒
Indexed, Dir. ☒
Indirect ☒
Recorded ☒
Mailed ☒

THIS AGREEMENT, made and entered into this 15th day of January, 1981, by and between PETER H. GROVE and AVA E. GROVE, husband and wife, hereinafter referred to as SELLERS, and RICHARD JOSEPH JUDY and JUDITH ANN JUDY, husband and wife, hereinafter referred to as the 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 Skamania County, State of Washington, to-wit:

That portion of the Northeast Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10, EWM, described as follows:

Beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter; thence Westerly along the South line thereof a distance of 195 feet to the West line of that certain tract as conveyed to Douglas W. McCuiston et ux., by Deed recorded in Book 65 of Deeds, at Page 377, under Auditor's File No. 76238; thence Northerly along the West line of the McCuiston tract to the Northeast corner of that certain tract of land as conveyed to Kenneth A. Barstow et ux., by Deed recorded in Book 73 of Deeds, at Page 93, under Auditor's File No. 84494, said point being 425.50 feet Northerly of the centerline of County Road known as School House Road (County Road No. 3371) as deeded to Skamania County by Deed recorded in Book 66 of Deeds, Page 398, under Auditor's File No. 77192; thence Westerly along the North line of said Kenneth A. Barstow tract a distance of 458.63 feet; thence Southerly along the Westerly line of said Kenneth A. Barstow tract 114.00 feet to the true point of beginning of the tract herein described; thence Westerly on a line that is parallel with the South line of the Northeast Quarter of the Northeast Quarter of said Section 21 a distance of 274 feet, more or less, to its intersection with the East line of School House Road (County Road No. 3371); thence Southeasterly along the Easterly and Northerly Road Right of way line of said School House Road to a point that is Southerly 59 feet, more or less, from the Southeast corner of a tract of land conveyed to Richard J. Judy and Judith A. Judy, husband and wife, recorded in Book 74 of Deeds at Page 6, under Auditor's File No. 85512; thence Northerly 59 feet, more or less, to the Southeast corner of said Judy tract; thence North 78° West along the Southerly line of said Judy tract 213 feet to the Southwest corner thereof; thence Northerly along the Westerly line of said Judy tract 208 feet to the Southerly line of said Kenneth A. Barstow tract; thence Westerly 131.73 feet along the Southerly line of said Barstow tract to the Southwest corner thereof; thence Northerly along the Westerly line of said Barstow tract to a point that is Southerly 114.00 feet from the Northwest corner of said Barstow tract and the true point of beginning;

Being Lot 3 of Pete Grove Short Plat, recorded December 30, 1980, in Book 2 of Short Plats at Page 198, under Auditor's File No. 91830, Records of Skamania County, Washington;

SUBJECT TO easements and rights-of-way of record as shown on Title Policy No. SK-12243, Skamania County Title Company;

FURTHER SUBJECT TO the following conditions set forth in that certain Real Estate Contract of Sale by and between the Grantors herein and Glen A. Beers and M. Teresa Beers, husband and wife, dated October 20, 1980, to-wit:

8019

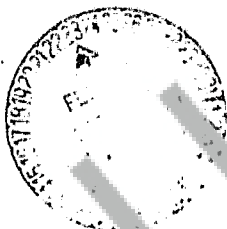
No. _____
TRANSACTION EXCISE TAX

FEB 23 1981

Amount Paid \$ 1.00

Skamania County Treasurer

By _____



"The parties herein agree further that in the event that the foregoing described property does not constitute a full two acres, then, in such event, it being understood between the parties that the contract herein shall involve the sale of two full acres, the Sellers herein agree with the Purchasers that the South line of the foregoing described property shall, as to lineal footage, be altered either in a Northerly or Southerly direction in order to fully constitute the full two acres."

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00) of which the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) shall be paid down on or before but no later than February 15, 1981; the balance thereafter, to-wit, the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) shall be payable as follows: This contract shall bear interest at the rate of nine percent (9%) per annum on the unpaid monthly deferred balances, which monthly payments shall be precomputed and amortized on a ten (10) year basis of \$190.02 per month. The first said monthly payment shall commence on February 1, 1981.

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

Sellers agree to provide Purchasers with a policy of title insurance in the sum of \$17,000.00.

Sellers agree, on full payment of said purchase price in the manner hereinbefore specified, they will deliver to the purchasers a good and sufficient warranty deed of said described premises.

This contract shall not be assignable by the Purchasers without the consent of the Sellers in writing and attached hereto, PROVIDED, HOWEVER, that the Sellers shall not unreasonably withhold their consent to such assignment unless such assignment would diminish their security hereunder.

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.

Purchasers herein agree that no merchantable standing timber shall be cut or removed from these premises during the tenure of this contract except for beautification purposes only.

Purchasers agree to pay before delinquency all taxes and assessments that at any time between Purchasers and Sellers hereafter become a lien on said premises, commencing January 1, 1931.

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 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:

Star Route, Box 234
Underwood, WA 98651

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

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.

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In case the Purchasers shall fail to make any payment herein before provided by the Purchasers 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 ten percent (10%) per annum shall be repayable by the Purchasers 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 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.

Peter H. Grove
PETER H. GROVE

Richard Joseph Judy
RICHARD JOSEPH JUDY

Ava E. Grove
AVA E. GROVE

Judith Ann Judy
JUDITH ANN JUDY

- SELLERS -

- PURCHASERS -

STATE OF WASHINGTON)
County of Klickitat) ss.

On this day personally appeared before me PETER H. GROVE and AVA E. GROVE, 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.

Purchasers herein agree that no merchantable standing timber shall be cut or removed from these premises during the tenure of this contract except for beautification purposes only.

Purchasers agree to pay before delinquency all taxes and assessments that as may between Purchasers and Sellers hereafter become a lien on said premises, commencing January 1, 1981.

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 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:

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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.

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, together with interest thereon from the date of payment until repaid at the rate of ten percent (10%) per annum shall be repayable by the Purchasers 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 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 adjudicate 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.

Peter H. Grove
PETER H. GROVE

Richard Joseph Judy
RICHARD JOSEPH JUDY

Ava E. Grove
AVA E. GROVE

Judith Ann Judy
JUDITH ANN JUDY

- SELLERS -

- PURCHASERS -

STATE OF WASHINGTON)

) ss.

County of Klickitat)

On this day personally appeared before me PETER H. GROVE and AVA E. GROVE, 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.

91904

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GIVEN under my hand and official seal this 15th day of January, 1981.

Notary Public for State of Washington,
residing at White Salmon.

STATE OF WASHINGTON)
County of Klickitat) ss.

On this day personally appeared before me RICHARD JOSEPH JUDY and JUDITH ANN JUDY, 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 15 day of January, 1981.

Notary Public for State of Washington,
residing at White Salmon.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
John E. Jones
OF White Salmon, Wash.
AT 336 PM Feb 21, 81
WAS RECORDED IN BOOK 79
OF Deeds PAGE 357-361
RECORDS OF SKAMANIA COUNTY, WASH.
John E. Jones
COUNTY AUDITOR
Richard DEPUTY

STATE OF WASHINGTON)
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY
Skamania County Deeds
OF White Salmon, Wash.
AT 336 PM Feb 21, 81
WAS RECORDED IN BOOK 79
OF Deeds AT PAGE 357
RECORDS OF SKAMANIA COUNTY, WASH.
John E. Jones
COUNTY AUDITOR
Richard DEPUTY

Registered
Indexed, OK
Abstract OK
Recorded OK
Filed OK