

92044

BOOK 79 PAGE 367

SK-18154

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 20th day of October, 1980, by and between PETER H. GROVE and AVA E. GROVE, husband and wife, hereinafter referred to as SELLERS, and GLEN A. BEERS and M. TERESA BEERS, 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 property 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, EWN, 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 the certain tract as conveyed to Douglas W. McCuiston et ux., by deed recorded in Book 65 of Deeds, 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, 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 to the true point of beginning of the tract herein described; thence Southerly along the Westerly line of said Kenneth A. Barstow tract 114.00 feet; 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 Northwesterly along said Easterly Road right of way line 224 feet, more or less, to its intersection with the Easterly right of way line of the Cook-Underwood Road (County Road No. 3041) said point being 80.29 feet Southerly of the South line of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of said Section 21; thence Northeasterly along said Easterly right of way line 80.29 feet to its intersection with said South line; thence Easterly along the South line of the North Half of the Northeast Quarter of the Northeast Quarter of said



Representative in Name with County Auditor's Office
Skamania County Auditor's Office

Section 21, 295 feet, more or less, to the Southeast corner of that certain tract of land as conveyed to Myron R. Woody by deed recorded in Book 71 of Deeds, Page 132, under Auditor's File No. 82382; thence Southerly on a line a distance of 190 feet, more or less, to the true point of beginning;

Being No. 2 of Pate and Ava Grove Short Plat, recorded December 30, 1980, in Book 2 of Short Plats, Page 198, under Auditor's File No. 91830, records of Skamania County, Washington;

SUBJECT TO easement in favor of the Public Utility District No. 1 of Skamania County, Washington, as granted by instrument recorded February 19, 1977, in the office of the Recording Officer of Skamania County, Washington, under Recording No. 73139;

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 hereinafter 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 parties hereto agree and understand that there exists within the foregoing described property a certain water line being three inches in diameter, to which the Sellers herein reserve unto themselves, their heirs and assigns, the right to utilize said water line for their domestic usage with the attendant right to maintain said line in the event repairs or maintenance become necessary.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) of which the sum of THREE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$3,900.00) shall have been paid down, receipt of which is hereby acknowledged; the balance thereafter, to-wit, the sum of ELEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$11,100.00) shall be payable as follows: the Sum of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per month, including interest at the rate of nine percent (9%) per annum on the unpaid monthly deferred balances, commencing with the first payment on the 5th day of November, 1980, and each and every month thereafter 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.

The parties hereto understand and agree that the Purchasers will be seeking a construction loan from an approved lending agency in order to construct a home on the aforescribed premises and the parties further recognize that said lending agency will require a first security instrument in order to approve said loan unto the Purchasers, and the parties hereto agree that in the event the Purchasers decide to seek a construction loan, the Sellers will convey unto the Purchasers a fulfillment deed covering the aforescribed property, PROVIDED, HOWEVER, that in such event the Purchasers herein agree to reduce the principal balance owing unto the Sellers to the sum of \$5,000.00 or less prior to the time that such construction loan is made unto the Purchasers, at which time the said Purchasers herein agree to give unto the Sellers a Second Mortgage, the same being understood to be a secondary security to the lending agency's first security encumbrance for said loan.

Purchasers shall be entitled to possession of the premises immediately upon execution of this contract.

Sellers agree that upon 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.

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.

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

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 understood

and agreed that Sellers shall pay all the 1980 taxes, and Purchasers shall pay all said taxes and assessments 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:

1020 Kusisto Road
Hood River, OR 97031

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 or 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 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 nine percent (9%) 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 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 hereof.

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
AVA E. GROVE
AVA E. GROVE

EMERSON B. WELLS, Attorney in Fact
for GLEN A. BEERS and M. THERESA
BEERS, husband and wife.

- 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.

GIVEN under my hand and official seal this 20th day of October, 1980.

8020

No. _____
TRANSACTION EXCISE TAX

FEB 23 1981

Amount Paid 2,000.00 plus 0.00 penalty

Shimoda County Treasurer
William J. Carson

Notary Public for State of Washington
residing at White Salmon

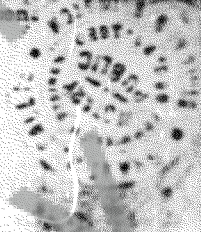


STATE OF WASHINGTON)
) ss.
 County of Klickitat)

On this day personally appeared before me ELLEN B. WELLS, Attorney in Fact for GLEN A. BEERS and M. TERESA BEERS, husband and wife, 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 said Attorney in Fact for GLEN A. BEERS and M. TERESA BEERS, husband and wife, as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, this 20th day of December, 1980.

Notary Public for State of Washington
 residing at White Salmon.



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