

54-13310

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 27th day of December, 1980, by and between LOREN A. ESHelman and DANA N. ESHelman, husband and wife, hereinafter referred to as SELLERS, and YORK D. MONTANEZ, as his sole and separate estate, hereinafter referred to as PURCHASER,

W I T N E S S E T H:

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

Government Lot 1 and Government Lot 2 of Section 34; Township 3 North, Range 9, EWM, lying Northerly of the Northerly line of the Spokane, Portland and Seattle Railway Company's right of way;

EXCEPT the Westerly 660 feet of said Government Lot 1; and

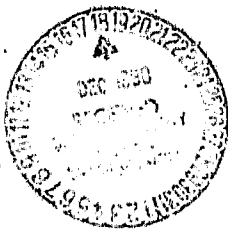
EXCEPT those parcels of land conveyed to the State of Washington in connection with the construction of Primary State Highway No. 8 and easement conveyed to the Northwestern Electric Company for electric power line; and

EXCEPT for an access roadway 20 feet in width over and across the above described real property as described in real estate contract dated December 30, 1953, wherein James H. Margeson and Lillie B. Margeson, husband and wife, are purchasers;

TOGETHER WITH all water rights appurtenant to the above described real property including surface water right granted by the State of Washington as more particularly described by instrument dated November 20, 1959, and recorded at page 94 of Book 1 of Miscellaneous Records of Skamania County, Washington.

The terms and conditions of this contract are as follows:

The total purchase price shall be the sum of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) of which there shall be no down payment. The said sum of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) representing the purchase price herein, shall be payable at the rate



Registered
Indexed
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Recorded
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of \$400.00 per month, including interest therein at eight percent (8%) per annum on the unpaid monthly deferred balances, commencing the 15th day of JANUARY, 1981; PROVIDED, HOWEVER, that in addition to the foregoing monthly payments hereinabove specified, the Purchaser shall pay unto the Sellers an additional annual payment of \$1,752.00 during the tenure of this contract, commencing on the 1st day of JULY, 1981.

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

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

Purchaser agrees to purchase a policy of fire insurance in an amount not less than \$45,000.00, with loss payable to the respective parties as their interests may appear in the event of such loss occurring; and Purchaser 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 agree to provide Purchaser with a policy of title insurance in the sum of \$45,000.00, showing the said premises free and clear of any encumbrances, cost of which is to be paid as follows.

The parties hereto agree that the closing costs consisting of title insurance, excise tax, recording fees and attorney's fees shall be borne equally between the parties herein.

Sellers agree, on full payment of said purchase price in the manner hereinbefore specified, they will deliver to the Purchaser 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 Purchaser shall become the property of the Sellers in the event of default by Purchaser; and any improvements made by Purchaser shall constitute fixtures and shall not be removed in event of default.

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

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

The Purchaser assumes 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 Purchaser 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 Purchaser 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:

c/o Mr. & Mrs. Fidel M. Montanez
Underwood, WA 98651

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

The Purchaser agrees 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 Purchaser shall fail to make any payment hereinbefore provided by the Purchaser 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 per cent (10%) per annum and shall be repayable by the Purchaser 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 Purchaser herein to enforce any covenant herein or for payment of instalments or otherwise, the Purchaser herein agrees 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.

York D. Montanez
YORK D. MONTANEZ

Loren A. Eshelman
LOREN A. ESHELMAN

Dana N. Eshelman
DANA N. ESHELMAN

- PURCHASER -

- SELLERS -

STATE OF WASHINGTON)
County of Klickitat) ss.

On this day personally appeared before me YORK D. MONTANEZ, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

198 GIVEN under my hand and official seal this day of

7883

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

No. _____
TRANSACTION EXCISE TAX
DEC 18 1980
Amount Paid
Shannon County Treasurer

STATE OF WASHINGTON)
County of Klickitat) ss.

On this day personally appeared before me LOREN A. ESHELMAN and DANA N. ESHELMAN, 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 15th day of December, 1980

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

Unofficial Copy

STATE OF WASHINGTON)
COUNTY OF CLATSOP) ss.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR INSTRUMENTS FILED BY Clatsop County, Clatsop, Wash. ON Dec. 18, 1980 IS CORRECT IN BOOK 79 OF Deeds AT White Salmon RECORDS OF CLATSOP COUNTY, WASHINGTON
E. McFarland
County Clerk
L. Salomon