

## DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

#20516

Herbert M. Ziegler et ux to Harry J. Card et ux

Real Estate Contract.

This Agreement made and entered into the 21st day of January, 1935 by and between Herbert M. Ziegler and Isabelle H. Ziegler, husband and wife, parties of the first part, the vendors and Harry J. Card and Margaret J. Card, husband and wife, parties of the second part, the vendees.

Witnesseth: That the vendors agree to sell for the consideration hereinafter named, and the vendees agree to purchase from the vendors the following described real property situate in the County of Skamania, State of Washington, and more particularly described as follows, to-wit:

The E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  all in section 21, township 3 North Range 10, E. W. M., save and except therefrom the right of way for county road. Said tract designed by the County Assessor as Tax Lot #14, containing 40 acres, more or less;

Also personal property herein described or referred to as follows:

1 Caterpillar Tractor #10; Tractor No. PT4336  
 1 1931 Ford Truck; engine No. 3855414.  
 1 Hardie Sprayer; Star Motor No. 96976 equipped with Meyers pump  
 1 Tandem Disc  
 1/2 interest in cover crop disc  
 1 spike tooth harrow with three sections.  
 1 orchard wagon  
 1 cutler grader with track and equipment.  
 1 extra star motor no. 11981.  
 1 platform scales  
 1 wood or buzz saw  
 2 warehouse trucks  
 Orchard pruning, harvesting and packing equipment including ladders, buckets, etc.,  
 Also other various miscellaneous tools and equipment as agreed upon.

The purchase price of said real and personal property is \$12,000.00, on account of which the sum of \$50.00 has been paid to vendors, the redeipt of which is hereby acknowledged. A further sum of \$2950.00 shall be paid on or before February 15th, 1935. The remainder of said purchase price in the amount of \$9000.00 shall be paid in installments on the purchase price as follows: \$300.00 on February 1, 1937; \$300.00 on February 1, 1938; \$500.00 on February 1, 1939; \$500.00 on the first day of February of each and every year thereafter until the purchase price is paid in full. It is agreed and understood that the first \$3000.00 of said unpaid balance, or as much thereof as remains unpaid from time to time for a period of three years shall not bear interest. The remaining \$6000.00 of principal shall bear interest at the rate of 5% per annum for and during the first three years, and all of the unpaid balance of said purchase price at that time and thereafter shall bear interest at the rate of 6% per annum until the purchase price is paid in full.

The interest payments shall be made as follows: \$100.00 to be paid on November 1, 1935; \$200.00 on February 1, 1936; \$100.00 on November 1, 1936; and \$200.00 on February 1, 1937; \$100.00 on November 1, 1937; and \$185.00 on February 1, 1938. All unpaid balances from and after February 1, 1938 shall bear interest at the rate of 6% per annum, payable \$100.00 November 1st of each year, and the unpaid blance of any interest thereon shall be paid February 1st of following years, respectively.

The pruchasers are given the privilege of paying any additional amount they may wish to pay on the principal at any interest payment date.

At any time after the initial payment of \$3000.00 has been made, the vendors, upon the request of the vendees, promise and agree to release from the lien of this contract for the purpose of enabling said vendees to borrow money for use in the operation and/or improvement of the real property herein described, a portion of the personal property above mentioned not exceeding the value of \$1000.00; and the said vendees promise and agree in such event, no portion of the money so obtained shall be used for any purpose other than above specified. It is also agreed that the vendees shall have the right to substitute