

84070

BOOK

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REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of March, 1962, by and between RICHARD C. JONES and IDA M. JONES, husband and wife, hereinafter referred to as SELLERS, and CHARLES E. BOUCHER and PATRICIA A. BOUCHER, 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 Skamania County, State of Washington, to wit:

That portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Twenty-six (26), Township Four (4) North, Range Nine (9) E.W.M., more particularly described as follows:

Beginning at the intersection of the easterly line of the county road with the southwesterly bank of the Little White Salmon River, said point being at or near the quarter section line between the SE $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the said Section 26; thence in a southeasterly direction along the bank of the Little White Salmon River to intersection with the south line of the said Section 26; thence west to the easterly line of the said county road; thence north along the easterly line of the said county road to the point of beginning.

Together with certificate of water appropriation No. 9894 granted unto sellers which is included and runs with the land.

The terms and conditions of this contract are as follows: The total purchase price shall be the sum of SIX THOUSAND DOLLARS (\$6,000.00), of which the sum of ONE THOUSAND DOLLARS (\$1,000.00) has been paid down by purchasers unto the sellers, the receipt of which is hereby acknowledged; the balance, to wit, the sum of FIVE THOUSAND DOLLARS (\$5,000.00) shall be payable at the rate of FIFTY DOLLARS (\$50.00) or more per month, including interest at the rate of six per cent (6%) per annum on all deferred balances. First monthly payment shall become payable one month from date of this contract and continue each and every month thereafter on said date until entire balance of principal and interest has been paid in full. Purchasers shall have the right to accelerate any payments of the principal or interest hereunder.

It is agreed that the purchasers shall procure at their expense a policy of fire insurance in the sum of not less than \$5,000.00 with loss payable to the respective parties as their interests may appear at the time of such loss occurring.

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1 Purchasers shall be entitled to possession on June 1, 1962.

2 This contract shall not be assignable by the purchasers without the consent  
3 of the sellers in writing and attached hereto.

4 The purchasers agree to pay before delinquency all taxes and assessments  
5 that as may between purchasers and sellers hereafter become a lien on said  
6 premises.

7 The purchasers shall assume all hazards or damage to or destruction of any  
8 improvements now on said land or hereafter to be placed thereon and of the tak-  
9 ing of said premises or any part thereof for public use.

10 The sellers agree that on full payment of said purchase price in the manner  
11 hereinbefore specified, to make, execute and deliver to the purchasers a good  
12 and sufficient warranty deed of said described premises.

13 Time is of the essence of this contract. In case the purchasers shall  
14 fail to make any payment of the said purchase price promptly at the time the  
15 same shall become due as hereinbefore provided or promptly to perform any cov-  
16 enant or agreement aforesaid, the sellers may elect to declare forfeiture and  
17 cancellation of this contract; and upon such election being made, all rights of  
18 the purchasers hereunder shall be retained by the sellers in liquidation of all  
19 damages sustained by reason of such failure. Service of all demands, notices  
20 or other papers with respect to such declaration of forfeiture and cancellation  
21 may be made by registered mail at the following address, to wit:

22 Cook, Washington

23 or at such other address as the purchasers will indicate to the sellers in  
24 writing.

25 The purchasers agree that full inspection of the described premises has  
26 been made and that neither the sellers or assigns shall be held to any covenant  
27 respecting the conditions of any improvements on said premises nor to any  
28 agreement for alterations, improvements or repairs unless the covenant to be  
29 relied upon be in writing and attached to and made a part of this contract as  
30 hereinbefore provided.

31 In case the purchasers shall fail to make any payment hereinbefore provided  
32 by the purchasers to be made, the sellers may make such payment and any amount

1 so paid by the sellers, together with interest thereon from the date of payment  
2 until repaid at the rate of six per cent (6%) per annum shall be repayable by  
3 the purchasers on demand without prejudice to any other right the sellers might  
4 have by reason of such default.

5 In the event that action or suit be brought in the contract by the sellers  
6 against the purchasers to enforce any covenant herein or for payment of install-  
7 ments or otherwise, the purchasers herein agree to stand all costs of court and  
8 such fees as the court may adjudge as reasonable attorney's fees herein.

9 This indenture shall be binding on the heirs, assigns, successors, and  
10 personal representatives of the parties hereto as if they were made a party  
11 thereof.

12 IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and  
13 seals this day and year first above written.

14 Richard C. Jones Charles E. Boucher  
15 Ida M. Jones Patricia A. Boucher  
16 SELLERS PURCHASERS

17 STATE OF WASHINGTON)  
18 ) ss  
County of )

19 On this day personally appeared before me RICHARD C. JONES and IDA M. JONES,  
20 husband and wife, to me known to be the individuals described in and who executed  
21 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 men-  
tioned.

22 GIVEN under my official hand and seal this 15<sup>th</sup> day of March, 1962.  
23 Grant J. Saulie  
24 Notary Public for State of Washington  
Residing at

25 STATE OF WASHINGTON)  
26 ) ss  
County of )

27 On this day personally appeared before me CHARLES E. BOUCHER and PATRICIA  
28 A. BOUCHER, husband and wife, ~~XX~~ PURCHASERS, 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.

29 GIVEN under my official hand and seal this 15<sup>th</sup> day of March, 1962.  
30 Grant J. Saulie  
31 Notary Public for State of Washington  
32 Residing at

31 No. 1000  
32 **TRANSACTION EXCISE TAX**

MAR 21 1962  
Amount Paid \$60.00  
Mildred O. Williams  
Skamania County Treasurer  
By Beverly D. Melling Rep.