

REAL ESTATE CONTRACT OF SALE

34215

THIS AGREEMENT, made and entered into this 7th day of November, 1964, by and between FRED W. FRAZER and EVA K. FRAZER, husband and wife, herein after referred to as SELLERS, and JOHN B. McCOURT and DOROTHY ANNE McCOURT, 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:

PARCEL NO. 1

The West Half of the Southeast Quarter of the Northwest Quarter ($W\frac{1}{2} SE\frac{1}{4} NW\frac{1}{4}$) EXCEPT the north 558 feet thereof; and the West Half of the Northeast Quarter of the Southwest Quarter ($W\frac{1}{2} NE\frac{1}{4} SW\frac{1}{4}$) EXCEPT that portion thereof lying southeasterly of the county road known and designated as the Underwood-Willard Highway; in Section 21, Township 3 North, Range 10 E. W. M.

PARCEL NO. 2

A tract of land situated in the East Half of the Southeast Quarter of the Northwest Quarter ($E\frac{1}{2} SE\frac{1}{4} NW\frac{1}{4}$) and in the East Half of the Northeast Quarter of the Southwest Quarter ($E\frac{1}{2} NE\frac{1}{4} SW\frac{1}{4}$) of Section 21, Township 3 North, Range 10 E. W. M., described as follows:

Beginning at the northwest corner of the $E\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $NW\frac{1}{4}$ of said Section 21 marked with a railroad iron, thence south 660 feet to the initial point of the tract hereby described; thence south 1,167.96 feet to the northerly line of the county road known and designated as the Underwood-Willard Highway; thence following the said highway north $70^{\circ} 13'$ east 106.7 feet; thence north $66^{\circ} 24'$ east 118.2 feet; thence north $12^{\circ} 55'$ east 43.0 feet; thence north $22^{\circ} 29'$ west 52.8 feet; thence north $51^{\circ} 11'$ east 160.9 feet; thence north 895.6 feet; thence south $89^{\circ} 38'$ west 323.41 feet to the initial point.

PARCEL NO. 3

All that portion of the South Half of the Southwest Quarter of the Northeast Quarter ($S\frac{1}{2} SW\frac{1}{4} NE\frac{1}{4}$) of section 21, township 3 north, range 10 E. W. M., lying northwesterly of the county road known and designated as the Underwood-Willard Highway, EXCEPT that portion thereof described as follows: Beginning at the intersection of the northwesterly right of way line of said highway with the north line of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of the said Section 21, said point being 568.98 feet west of the northeast corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of the said Section 21; thence following the north line of the $S\frac{1}{2}$

1 of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 21 west 280 feet; thence
2 south 185 feet, more or less, to a point north 100 feet from the
3 northwesterly right of way line of said Underwood-Willard Highway;
4 thence west 200 feet; thence south 225 feet, more or less, to the
5 northwesterly right of way line of said highway; thence in a north-
6 easterly direction following the northwesterly right of way line of
7 said highway to the point of beginning.

8 TOGETHER with the following personal property:

- 9 1 portable sprayer with 400 gal. tank
10 2 rubber tired wagons
11 1 2 bottom plow
12 2 disc harrows (one double and other single)
13 2 Ford rubber tired tractors
14 1 crawler tractor
15 1 tractor cultivator
16 1 buzz saw for tractor
17 13 wooden ladders
18 8 aluminum ladders
19 miscellaneous picking bags & buckets used for orchard work

20 The total purchase price of the aforementioned real and personal property
21 shall be the sum of THIRTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$38,500.00) of
22 which the sum of SEVEN THOUSAND, SEVEN HUNDRED DOLLARS (\$7,700.00) has been paid
23 down by purchasers unto the sellers, the receipt of which is hereby acknowledged;
24 the balance, to wit, the sum of THIRTY THOUSAND, EIGHT HUNDRED DOLLARS (\$30,800.00)
25 shall be payable at the rate of TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00)
26 per annum or more, including interest at the rate of five and one-half (5 $\frac{1}{2}$)
27 per cent per annum on all deferred balances. First yearly payment shall become
28 payable one year from date of this contract and continue each and every year
29 thereafter on said date until entire balance of principal and interest has been
30 paid in full. Purchasers shall have the right to accelerate any payments of the
31 principal or interest hereunder.

32 That the parties hereto specifically and expressly agree that the current
1964 crop is herewith included in the purchase price and shall inure to the
benefit of the purchasers herein.

That the sellers and purchasers herein agree that when the purchase price
has been reduced to the sum of \$28,500.00, then said sellers shall convey unto
(Real estate contract, Frazer to McCourt--page two)

1 the purchasers a Bill of Sale covering the aforementioned and described personal
2 property; and the sellers hereby authorize and direct the escrow holder to
3 convey unto the purchasers the said Bill of Sale when the aforementioned condi-
4 tion of payment has been met.

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

10 This contract shall not be assignable by the purchasers without the con-
11 sent of the sellers in writing and attached hereto.

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

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

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

22 Time is of the essence of this contract. In case the purchasers shall
23 fail to make any payment of the said purchase price promptly at the time the
24 same shall become due as hereinbefore provided or promptly to perform any cov-
25 enant or agreement aforesaid, the sellers may elect to declare forfeiture and
26 cancellation of this contract; and upon such election being made, all rights of
27 the purchasers hereunder shall be retained by the sellers in liquidation of all
28 damages sustained by reason of such failure. Service of all demands, notices
29 or other papers with respect to such declaration of forfeiture and cancellation
30 may be made by registered mail at the following address, to wit: Underwood,
31
32

(Real estate contract, Frazer to McCourt--page three)

1 Washington, or at such other address as the purchasers will indicate to the
2 sellers in writing.

3 The purchasers agree that full inspection of the described premises has
4 been made and that neither the sellers or assigns shall be held to any covenant
5 respecting the conditions of any improvements on said premises nor to any
6 agreement for alterations, improvements or repairs unless the covenant to be
7 relied upon be in writing and attached to and made a part of this contract as
8 hereinbefore provided.
9

10 In case the purchasers shall fail to make any payment hereinbefore provided
11 by the purchasers to be made, the sellers may make such payment and any amount
12 so paid by the sellers, together with interest thereon from the date of payment
13 until repaid at the rate of six per cent (6%) per annum shall be repayable by
14 the purchasers on demand without prejudice to any other right the sellers might
15 have by reason of such default.
16

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

21 This indenture shall be binding on the heirs, assigns, successors, and per-
22 sonal representatives of the parties hereto as if they were made a party thereof.
23

24 IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and
25 seals the day and year first above written.
26

27
28 Frederic W. Frazer
29 Eva K. Frazer
30 SELLERS
31

32 John B. McCourt
Dorothy Anne McCourt
PURCHASERS

(Real estate contract, Frazer to McCourt--page four)

STATE OF WASHINGTON)
)ss
County of Klickitat)

On this day personally appeared before me FRED W. FRAZER and EVA K. FRAZER, 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 7th day of November, 1964.

No. 4553
TRANSACTION EXCISE TAX

NOV 16 1964

Amount Paid 3.55⁰⁰

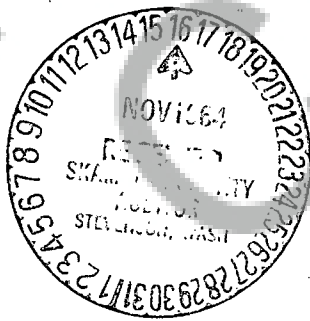
STATE OF WASHINGTON) *Martha C. Brown*
Skamania County Treasurer
By *_____* ss. _____
County of Klickitat)

Frank A. Johnson
Notary Public for State of Washington
Residing at White Salmon

On this day personally appeared before me JOHN B. McCOURT and DOROTHY L. McCOURT, 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 7th day of November, 1964

Frank A. Johnson
Notary Public for State of Washington
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(Real estate contract, Frazer to McCourt--page five)