

SK-13082

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 23rd day of September, 1980, by and between PETER H. GROVE and AVA E. GROVE, husband and wife, hereinafter referred to as SELLERS, and CHARLES H. JETER and SHARON E. JETER, husband and wife, hereinafter referred to as PURCHASERS,

W I T N E S S E T H:

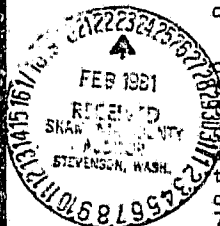
The Sellers agree to sell to the Purchasers and the Purchasers agree to purchase of the Sellers the following described real estate situated in Skamania County, State of Washington, to-wit:

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10, EWM, 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 that certain tract as conveyed to Douglas W. McCuistion et ux., by Deed recorded in Book 65 of Deeds, Page 377, under Auditor's File No. 6238; thence Northerly along the West line of the McCuistion 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, Page 93, under Auditor's File No. 84494, said point being 425.50 feet Northerly on 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, and said point being the true point of beginning of the tract herein described; thence Westerly along the North line of said Kenneth A. Barstow tract a distance of 438.63 feet to the Northwest corner thereof; thence Northerly on a line a distance of 190 feet, more or less, to its intersection with a point on the South line of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of said Section 21, said point being the Southeast corner of that certain tract of land as conveyed to Myron E. Woody by Deed recorded in Book 71 of Deeds, Page 132, under Auditor's File No. 82382; thence Easterly along the South line of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of said Section 21 a distance of 459 feet, more or less, to its intersection with the West line of said McCuistion tract; thence Southerly along the West line of said McCuistion tract 190 feet, more or less, to the true point of beginning;

Being Lot 1 of Pete 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;

SUBJECT TO an easement reserved unto the Sellers herein over and across the aforescribed property, which easement is described as follows: An easement for roadway access for ingress and egress purposes together with easement for utilities over and across the East twenty (20) feet of the said aforescribed property, which easement may be used in common with the Purchasers herein, and the said easement shall not be exclusive unto the Purchasers herein and may be utilized by the Sellers in the future for granting ingress and egress purposes to future parcel owners, if any.



Accepted for recording by the Auditor of Skamania County, Washington, on February 1, 1981.

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 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 THIRTE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) of which the sum of EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$850.00) shall be paid down, receipt of which is hereby acknowledged; the balance thereafter, to-wit, the sum of TWO THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$2,650.00) shall be payable as follows: The sum of FIFTY DOLLARS (\$50.00) per month, including interest at the rate of six percent (6%) per annum on the unpaid deferred monthly balances, commencing with the first payment on the 25th day of September, 1980, and each and every month thereafter until the entire balance of principal and interest shall have been paid in full, all payments herein to bear interest at the rate of six percent (6%) per annum computed from date hereof on said principal balance of \$2,650.00.

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

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

Sellers agree to provide Purchasers with a policy of title insurance in the sum of \$3,500.00.

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 1982 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. If ever 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:

Woodsboro, MD 21865

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 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 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 eight percent (8%) 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 payment herein 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 herein as if they were made a party hereto.

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

[Signature]
 PETER M. GROVE
[Signature]
 A. E. GROVE

[Signature]
 CHARLES E. GROVE
[Signature]
 GROVE E. GROVE

- SELLERS -

- PURCHASERS -

STATE OF WASHINGTON
 County of Klickitat

On this day personally appeared before me PETER M. GROVE and A. E. GROVE, husband and wife, as we 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 23rd day of 1920.

NO. 80621
 TRANSACTION EXCISE TAX
 FEB 23 1921
 Amount Paid \$11.00
 State County Treasury

Sotary Public for State of Washington,
 residing at White Salmon.

STATE OF WASHINGTON

County of Klickitat

On this day personally appeared before me CHARLES E. JETER and SHARON E. JETER, husband and wife, to me known to be the individual 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 2nd day of 1980.

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

Unofficial Copy