

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Diana McNally*

MAY 25 11 42 AM '95

P. Lowry
AUDITOR
GARY M. OLSON

122388

REAL ESTATE CONTRACT
(Form A-1964)

BOOK 750 PAGE 109

THIS CONTRACT, made and entered into this 15th day of May, 1995

between **Diana M. McNally**, her separate property, hereinafter called the "seller", and **Terry H. Clumister**, as his separate property, hereinafter called the "purchaser",

WITH WITNESSES: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

Lot 10 Wind River Lots according to the official plat thereof as recorded on page number 42 of Book of Plats, Records of Skamania County. Tax lot# 1912

The terms and conditions of this contract are as follows: The purchase price is **TEN THOUSAND AND NO/100 (\$10,000.00)** dollars, of which **ONE HUNDRED AND NO/100 (\$100.00)** have been paid, the receipt thereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: **FOUR HUNDRED AND NO/100 (\$400.00)** Dollars or more at purchaser's option, on or before the 15th day of May, and **ONE HUNDRED TWENTY TWO AND 93/100 (\$122.00)** Dollars or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of **NINE AND ONE-HALF (9 1/2%)** percent per annum from the 15th day of May, 1995. Such interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at

Diana M. McNally
P.O. Box 108
Lytle, WA 98631

or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be **May 15, 1995**

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against and granted to her/him/it as a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, she purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, at his interest may appear, and to pay all premiums therefor and to deliver all policies and receipts thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of receiving the same shall be paid to the seller and applied as payment on the purchase price herein, unless the seller agrees to allow the purchaser to apply all or a portion of said condemnation award to the rebuilding or restoration of any improvements destroyed by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of receiving the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 1/2 day of the closing, a purchaser's policy of title insurance in standard form, as a condition precedent to the closing, insuring the purchaser against loss or damage by reason of defect in title to said real estate as of the date of closing, the containing no exceptions other than the following:
a. Partial general exceptions appearing in said policy form;
b. Liens or encumbrances which by the terms of this contract the purchaser has assumed, those to which the seller has assumed to be a lien subject; and
c. Any mortgage, contract or contract to which seller is purchasing said real estate, and any mortgage or other obligation which seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to refuse any payment so necessary to cure the default, and any payments so made shall be applied to the payments then falling due the seller under the contract.

DM

17375
MAY 25 1995
PAID 108.00
D. McNally
SKAMANIA COUNTY TREASURER

RECORDER'S NOTE: PORTION// OF
THIS DOCUMENT POOR QUALITY
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