

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

MAY 25 11 43 AM '95

P. Laury
AUDITOR

GARY M. OLSON

BOOK 150 PAGE 111

122389

REAL ESTATE CONTRACT

(Form A-1964)

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

between *Diana M. McNally*, her separate property, hereinafter called the "seller", and *Kenneth C. Olson*, as his separate property, hereinafter called the "purchaser",

WITNESSETH: 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 #13 Wind River Lake II according to the official plat thereof as recorded on page 42 of Book of Plats, Records of Skamania County. Tax lot # *2-175*

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 (\$122.93) 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 which 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 168
Ipswich, WA 98605

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.

The purchaser assumes and agrees to pay before delivery all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has agreed to pay the same subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delivery.

The purchaser agrees, until the purchase price is fully paid, to keep the building or improvements 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, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

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.

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 in case of 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 procuring the same shall be paid to the seller and applied in payment on the purchase price herein, unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged 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 expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

The seller has delivered, or agrees to deliver within 15 days of the closing, a purchaser's policy of fire insurance in standard form, or a condensed form thereof issued by *Century 21*, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in title to said real estate as of the date of closing and containing no exceptions other than the following:

1. Printed or hand exceptions appearing in said policy form;
2. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the consequences hereunder are to be made voidable; and
3. Any existing contract or contract under which seller is purchasing said real estate, or 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 a defect in title.

If seller is not to said real estate is or 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 make any payments necessary to remove the default, and any payments so made shall be applied to the payments then falling due the seller under this contract.

17376

REAL ESTATE EXCISE TAX

MAY 24 1995

PAID *122.50*

OK Neely
SKAMANIA COUNTY TREASURER

RECORDER'S NOTE: PORTIONS OF
THIS DOCUMENT POOR QUALITY
FOR FILMING

SEARCHED
INDEXED
FILED
MAY 24 1995
CLERK OF SKAMANIA COUNTY

(9) The seller shall, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

No trees shall be cut or removed from the property except as may be necessary to allow for construction of a dwelling.

Encumbrances and rights-of-way for existing utility lines reserved.

(10) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to pull down and not to use, or permit to use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(11) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(12) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-sell and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser to his address last known to the seller.

(13) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day first written above.

Diana M. McNally
Diana M. McNally
Kenneth C. Christ
Kenneth C. Christ (son)

STATE OF Oregon

County of Hood River

On this day personally appeared before me Diana M. McNally, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of May, 1995



Terri L. Flink
Terri L. Flink
Notary Public in and for the State of Oregon
Residing in: Hood River, Oregon

Filed for Record at Request of

Diana M. McNally
P.O. Box 169
Lyle, WA 98635
(509) 365-4827

State of Oregon Department of State