FORM ANM IND-WO

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this let day of June, 1974

between JOHN N. SKIMAS and JOANNE M. SKIMAS, husband and wife,

hereinafter called the "selfer," and GEORGE E. MCGUIRE and JESSIE R. MCGUIRE, husband and wife,

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 five (5), Silver Star Addition, according to the duly recorded plat: thereof in Book 64 of Deeds, page 167, records of Skamania County.

Subject to examents and restrictions of record.

Subject to easement for electric and telephone transmission lines. across the math five (5) feet thereof.

Note: All access roads to the property are County Roads and Sellers are not responsible for their maintenance.

The terms and conditions of this contract are as follows: The purchase price is

) Dollars, of which \$505 PZ 520.89 Dollars have &U

Not less than seventy-five (\$75.00) per month commencing on June 1, 1974 and a like amount on the first day of each month thereafter, whil the balance of the purchase price is fully paid together with interest thereon at the rate of eight (8%) per annum. From each payment shall first be deducted the interest to date and the remainder applied on principal.

Real property taxes for 1974 will be paid in full by seller and purch/ser agrees to reimburse seller \$ within 90 days hereof.

This agreement supercedes any prior agreements of the parties.

All payments to be made hereunder shall be in eat 502 Umatilla Way, Vancouver, Wash. 98561 or at such other place as the seller may dir fin writing.

As referred to in this contract, "date of ci. June 1, 1974

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter and grantee hereafter become a lien on said real estate; and if by the term of this contract the purchaser has assumed payment of any mortgage, contract or other oncumbrance, or has assumed payment of or agreed to purchase whiler to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is follogald, to keep the buildings new and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage ky 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.

(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 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. Availability of water has not been repairement of the taking of said real estate or any part thereof for public use; and agrees that he such damage, destruction or taking shall constitute a failure of correlaterion. In case any part of said real estate is taken for position use the condemnation award remaining after payment of reasonable expresses of procuring the same shall be paid to the seller and applied as 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 expresse of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable thus, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or surges to deliver within 15 date of the date of challen as any tent and the proceeds of the condemnation of the payment of the reasonable capacity.

(5). The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica fills insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in celler's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;
b. Liers or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts undo 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 (5) shall be deemed defects in seller's title.

(6) If seller's did to said real estate is subject to an existing contract or contracts under which soller is purchasing said intel estate, or any mortgage or other obligation, which soller 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 atmosphere to the payments are falling due the seller under this contract.

(7) The seler agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to exciute and deliver to purchaser a statutory warrant; deed to said real estate, excepting any part thereof liereafter 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:

## Easements and restrictions of record.

(8) Unices a different clate is provided to the	
and to retain possession and hard an involved for berein, the purchaser shall be entitled an	
(a) Unless a different date is provided for berein, the purchaser shall be entitled to possession of and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep purpose. The purchaser covenants to pay all service, installation or construction charge the services for the date of t	of sail real estate on date of closing
purpose. The purthaser covenants to pay all service, installation or construction charges for water, sew services furnished to said real estate after the date purchaser is entitled to possession.	cen the hulldings and aster of Costill
purpose. The purchaser covenants to may all samiles to waste and not to use, or permit the m	and other improve
services turnished to said real estate after the instantation or construction charges for renter	the real citate for any illera!
(O) To come Ale water the date purchaser is entitled to possession	r, electricity, garbage or other william

(9) In case the purchaser falls 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 pold by the seller, together with interest at the rate of 10% per annum tilereon date of payment until repeals, shall be repayable by purchaser on seller's Jemand, all without prejudice to any other right the seller.

might have by reason of such default.

(1c) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fall to comply with or perform any seller may elect to declare all the purchaser's rights hereunder promptly at the time and in the manner herein required, the hereunder and all improvements placed upon the real estate; and no walver by the seller as liquidated damages, and the seller have right to re-enter and take possession of the real estate; and no walver by the seller of any default on the part of the purchaser have right to re-enter and take possession of the real estate; and no walver by the seller of any default on the part of the purchaser have right to re-enter and take possession of the real estate; and no walver 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 forteiture and termination of purchaser's rights may be (11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which the reasonable cost of searching records to determine the condition of title at the date such suit is connection with such suit, such the reasonable cost of searching records to determine the condition of title at the date such suit is connection with such suit, and also

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included in any judgment or decree entered in such sub-	and expenses in connection with such suit, and also
water the parties hereto have executed this tast	to commenced, which sums shall be
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AUG 14 1974 Amount Paid	MANUAL (SEAL)
the state of the s	C. M. S. ALLEN
STATE OF WASHINGTON, Toping Toping	12 711 Standistanti
County of Clark	$\sim$
On this day personally appeared before me JOHN N. SKIMAS and to me known to be the individual described in and who are all wife.	JOANNE M. SKIMAS, husband
thou signed the server and the executed the within and for	regoing instrument, and acknowledged that
System signatured:	infuntary act and deed, for the uses and purposes
and official seal this	
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AUDITOR STEVENS, WORLD	78061
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A Service of Transamerica Corporation	COUNTY OF SKAMANIA
A runsamerica Corporation	HERENY CERTIFY THAT THE THE

	A Service of Transamerica Corporation	
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Filed for Recuid at Request of	BEGIEVENED Z
Name	REGISTERED
Address	INDIRECT:
City and State	COMPARED
and the second s	DAVIE S.

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	COUNTY OF SKAMANIA   SE
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ŀ	RECORDS OF SKAMANIA COUNTY, WASH
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ŀ	COUNTY AUDITOR
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