

BOOK 67 PAGE 455

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REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 7th day of August, 1974,
between JERRY D. SHEPARD and BARBARA SHEPARD, husband and wife.

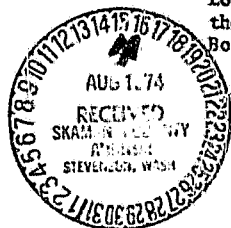
hereinafter called the "seller," and
S. DOUGLAS OHNEMUS and ELIZABETH A. OHNEMUS,
husband and wife.

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:

Lots 11 and 12 of Block "B" of the TOWN OF CARSON according to the official plat thereof on file and of record at page 23 of Book A of Plats, Records of Skemania County, Washington.

2772



TRANSACTION EXCISE TAX

AUG 16 1974

Amount Paid 135.00

Richard O'Donnell

Skamania County Treasurer

By Barry J. Ballin Atty.

The terms and conditions of this contract are as follows: The purchase price is THIRTEEN THOUSAND FIVE HUNDRED and NO/100 - - - - - (\$ 13,500.00) Dollars, of which FOUR THOUSAND and NO/100 - - - - - (\$ 4,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the remaining balance of the purchase price amounting to Nine Thousand Five Hundred and No/100 (\$9,500.00) Dollars by assuming and paying in accordance with the terms thereof the sellers' obligation to pay Eva Atkins in accordance with the terms and conditions of the judgment and decree entered in Civil Cause No. 5522 in the Superior Court of the State of Washington for Skamania County entitled Eva Atkins, a widow, Plaintiff, vs. Jerry D. Shepard and Barbara Shepard, husband and wife, and the marital community thereof, Defendants. The sellers and the purchasers agree to adjust between themselves any balance due under said judgment and decree in excess of or less than \$9,500.00. Said judgment and decree is supported by a promissory note requiring payments of One Hundred and No/100 (\$100.00) Dollars, or more, including interest at seven per cent (7%) per annum, said monthly installments to commence on August 15, 1974, and to be paid thereafter for 35 consecutive months, at the end of which time the unpaid principal balance shall become due and payable.

All payments to be made hereunder shall be made at the office of Bernard J. Heavey, Jr., Attorney-at-
or at such other place as the seller may direct in writing. Law, Stevenson, Washington 98648.
 As referred to in this contract, "date of closing" shall be August 7, 1974

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become 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, the purchaser agrees to pay the same before delinquency.

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

(d) 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 improvement 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 procuring the same shall be paid to the seller, to be applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such a 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 by the seller, the insurance proceeds payable 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.

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(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 make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, 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:

General taxes for 1974 which will be pro-rated between the parties as of the date of this contract.

(8) 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 permit waste and not to use, or permit the 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.

(9) 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.

(10) 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-enter 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 right, may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller. (11) 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 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, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums 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 date first written above.

Jerry D. Shepard (SEAL)
Barbara Shepard (SEAL)
Barbara Shepard (SEAL)
Barbara Shepard (SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me JERRY D. SHEPARD and BARBARA SHEPARD, his wife,
to me known to be the individual S 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

16th

day of

August, 1974

Robert J. Salomon
Notary Public in and for the State of Washington,

residing at Steverson therein.

78069

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	<u>P</u>
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INDIRECT:	<u>P</u>
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STATE OF WASHINGTON COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Robert J. Salomon</u>	
<u>on August 16, 1974</u>	
AT <u>2:30 PM</u> August 16, 1974	
WAS RECORDED IN BOOK <u>67</u>	
ON <u>16th</u> AT PAGE <u>456</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>Robert J. Salomon</u>	
COUNTY AUDITOR	