

REAL ESTATE CONTRACT

For Unimproved Property

* THIS CONTRACT, made this 17th day of MAY 1976 between
 hereinafter called the "seller" and
CHARLES KANE AND LUCILE KANE, husband and wife
 hereinafter called the "purchaser,"
JULIUS BENJAMIN JERMANN AND ANN JERMANN, husband and wife
 WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in SKAMANIA County,
Washington:
 legal description attached

Free of incumbrances, except.

No. 4017
 TRANSACTION EXCISE TAX
MAY 19 1976
SKAMANIA COUNTY, WASH.
SKAMANIA COUNTY TRANSFER

On the following terms and conditions: The purchase price is TWENTY-ONE THOUSAND DOLLARS
 and no/100-----(\$ 21,000.00) dollars, of which
TEN THOUSAND FIVE HUNDRED DOLLARS and no/100-----(\$ 10,500.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

TEN THOUSAND FIVE HUNDRED DOLLARS and no/100-----(\$ 10,500.00) Dollars,
 or more at purchaser's option, on or before the 1st day of JUNE 1976
 and THREE HUNDRED DOLLARS and no/100-----(\$ 300.00) Dollars,
 or more at purchaser's option, on or before the 1st day of each then succeeding
 calendar month until the balance of said purchase price shall have been fully
 paid. The purchaser further agrees to pay interest on the balance of said pur-
 chase price and the diminishing amounts thereof at the rate of 50 per cent per
 annum from the 1st day of MAY 1976, which interest shall be deducted
 from each monthly installment and the balance of each installment applied in re-
 duction of principal. All payments to be made hereunder shall be made at
1700 E. 1st Ave. Seattle, Wash. 98101
 or at such other place, as the seller may direct in writing.
 Notwithstanding the aforementioned payment schedule, this contract is to be paid
 in full within five (5) years of date hereof.

Purchaser accepts subject property without benefit of survey with full knowledge
 neither seller nor broker imply or warrant dimensions or size.

The purchaser may enter into possession at closing.

The property has been carefully inspected by the purchaser, and no agreements or representations per-
 taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and
 any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste;
 and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any
 such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the
 purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without
 prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that
 any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason
 thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be
 required to expend in procuring such moneys.

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser statutory warranty fulfillment deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any period other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy which shall be in full force at closing insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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 pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Charles Kane (Seal)
Charles Kane

Lucile Kane (Seal)
Lucile Kane

Julius Benjamin Jermann (Seal)
Julius Benjamin Jermann

Ann Jermann (Seal)
Ann Jermann



STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Charles Kane and Lucile Kane

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

17th

day of

MAY

1975

Marilee A. H. [Signature]
Notary Public in and for the State of Washington,
residing at Vancouver

82167

Transamerica Title Insurance Co

TTC A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....
Address.....
City and State.....

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
TITLE	<input checked="" type="checkbox"/>

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SPANISH

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED IN

OF

AT

HAS BEEN RECORDED IN BOOK

OF

RECORDS OF SPANISH COUNTY, WASH.

COUNTY AUDITOR

DEPT. 11

The following described real property located in Skamania County, State of Washington, to-wit:

A tract of land in Section 1, Township 2 North, Range 7 E. W. M., described as follows:

Beginning at a point on the west line of the said Section 1 south 213.50 feet from the northwest corner of the said Section 1; thence parallel with the north line of said Section 1 east 39. feet, more or less, to the northwest corner of the Margado tract as described in deed recorded at

page 490 of Book 55 of Deeds, Records of Skamania County, Washington; thence south along the west line of said Margado tract 218.5 feet to an angle point in the west line of said Margado tract; thence east 100 feet; thence south 80 feet to the most southwesterly corner of said Margado tract; thence north 78° 30' east along the south line of said Margado tract 477 feet, more or less, to a point 300 feet west of the east line of the Northwest Quarter of the Northwest Quarter (NW¹/₄ NW¹/₄) of the said Section 1; thence south parallel to said east line 235 feet to the north line of the public street formerly designated as State Highway No. 8; thence south 63° 24' west along the north line of said public street 132 feet to the southeast corner of the Neece tract as described in deed recorded at page 192 of Book 54 of Deeds, Records of Skamania County, Washington; thence north 21° 36' west 115 feet; thence south 63° 24' west 75 feet; thence south 26° 30' east 115 feet to the northerly line of said public street and the southwest corner of said Neece tract; thence south 63° 24' west along the northerly line of said public street 236.7 feet to the southeast corner of the Welch tract as described in deed recorded at page 6 of Book 28 of Deeds, Records of Skamania County, Washington; thence north 18° 02' west 290.4 feet; thence south 71° 58' west 150 feet; thence south 18° 02' east 290.4 feet to the northerly line of said public street and the southwest corner of said Welch tract; thence westerly along the northerly line of said public street and the county road formerly designated as the Red Bluff Road 410 feet, more or less, to the west line of the said Section 1; thence north to the point of beginning.

Subject also

Easements acquired by the Town of Stevenson for water lines and mains including a right of way granted to the Town of Stevenson by deed dated March 24, 1930, and recorded April 1, 1930, at page 354 of Book W of Deeds, Records of Skamania County, Washington.

A flowage easement dated November 9, 1936, granted to the United States of America to overflow the real estate under search with the backwaters formed by the Bonneville Dam; recorded March 6, 1937, at page 208 of Book 2 of Deeds, under Auditor's File No. 23776, Records of Skamania County, Washington.

Easements and rights of way for County Road No. 2075 known and designated as the Inan Cemetery Road.

5/19/46