REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 10th day of May, 1977,

between GLADYS GRENIA, a widow.

hereinafter spilled the "seller," and JAMES C. SHERMAN and NINA JUNE SHERMAN, husband and wife, as to an undivided h interest, and HUCH E. SHERMAN, a single man, as to the remaining undivided h interest,

hardnafter called the "purchaser,"

ATMESSETH: That the seller agrees to sell to the psychaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in SKAMANIA County, State of Washington: The West 504 feat of the following described property: A tract of land lying in the Southwest One Quarter of the Southeast One Quarter (SWh SE's) of Section 22, Township 3 North, Range 8 E.W.M., the aforesaid tract being more particularly described as follows: Commencing at the South One Quarter corner of said Section 22; thence North On 38'01" Bast along the North-South center section line 287.25 feet to the true point of beginning of this description; thence continuing along said line North 00 38'01" East 288.38 feet; thence leaving said line due East 1328.50 feet to a point on the East line of the SWk of the SEk of said Saction 22; thence South 00 33'58" West along said Swit of the SBt of said Saction 22; thence South 00 33'58" West along said line 290.90 feet; thence leaving said line No;th 89 53'28" West 1328.82 feet to the point of beginning and terminus of this description. (Also known as Lot 1. Of Short Plat filed in Book 1 of Short Plats at page 48A and B, records of Skaminia County, Washington.)

The terms and conditions of this contract are as follows: The ptochase price is Six Phous and Five Hundred and Mo/1.00-----(\$6,500.00) Dollars, of which Two Thousand and No/100-----(\$ 2,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said pursuate price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Four Thousand Five Hundred and No/200 (\$4,500.00) Dollars in monthly installments of One Hundred Ten and 92/100 (\$110.92) Dollars, or more, commencing on the 10th day of June, 1977, and on the 10th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight and one-half percent (81%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due.

No merchantable timber is to be cut until this contract is paid in full; with the exception for the building of a dwelling and private driveway.

All payments to be made hereunder shall be made at Heights Branch, First Independent Bank or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be May 10, 1977

(1) The purchaser assumes and agrees to pay before relinquency all taxts and assessments that may as between grantor and grantee hereafter become a ken on said real exists; and if by the torms of this contract the purchaser has assumed payment of any mortgage, contract or other entumbrance, or has assumed payment. Of or agreed to purchase subject to, any taxts or axsessments now a lien or said real estate, the purchaser agrees to pay the same before callinquency.

(2) The purchaser agrees, until the purchaser by the same before addinguency.

(3) The purchaser agrees, until the purchaser by the time the said can be actual easily value thereof against loss or damage by both ince and windings now and hereafter placed on said real estate insured to the actual each value thereof against loss or damage by both ince and windings may be captable to the seller and for the scilier's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

(3) The purcha or agrees that full inspection of sold real estate has been made and that neither the seller nor his assigns aball be held to any covenant respecting the condition of any improvements thereign 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 attacked to and made a part of this contract.

in writing and attacked to and made a part of this contract.

(4) The purchaser assumes all liazards of damage to or destruction of any improvements now on said real estate or heritafter placed thereon, and of the raking of said real estate or any part thereof for public use; and agrees that no such damage, destruction of taking chail constitute a fadur of consideration. In case any part of said real estate is taken for public use, the partition of the condemnation awayed remaining after payment of reasonable expenses of procuring the same shall be paid to said applied as payment on the purchaser to apply all or a partino of such condermation award to the rebuilding or restoration of any improvements damaged by such taking, in case of datapase or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuping the range said to devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser stacis that said proceeds shall be paid to the seller for application on the nutrance trick herein. purchase price herein.

(a) The seller has delivered, or agrees to deliver within 15 days in the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica Hele insurance Company, insuring the purchaser to the full amount of sold purchase price against loss or damage by reason of defect in seller'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. Liens 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 of contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract ago as to pay, none of which for the purpose of this paragraph (5) shall be defined defects in seller's this.

COUNTY AUDITOR

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(6) If sell p's title to said real estate is subject to an mixing contract or consucts under which seller is purchasing add teal estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terroit 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 witer under this contract,

(7) The seller agrees, upon receiving full proment of the purchase price and interest in the manner above specified, to execute and 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:

Easement for private road and utilities 20 feet in width as delineated on the face of the Short Plat afgresaid.

(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 attlity services furnished to said real estate after the date purchaser is entitled to possession.

services turnished to said real estate after the date purchaser is entitled to possession.

(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 paid by the seller, together with interest of 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 reuson of such default.

might have by reison of such default.

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

Service upon purchaser of all domands, notices or other powers with respect to forfeiture and urmination of purchaser's rights may be smalled by the purchaser agrees beginning pre-paid, factor cany coverant of this entiret, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all could be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjunctation of the termination of the parchaser's rights hereunder, and judgment is so 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 WHERFOE, the narries beste have accounted the condition of the termination of the condition of the termination.

City and State.....

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above Will know Turner MAY 181977

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MAY 181977

Constant Consta MAY 1,81977 STATE OF WASHINGTONOUN Paid Skammina County Treasurer
By The County Treasurer County of GLADYS GRENIA, a widow On this day personally appeared before me to me knows to be the individual described in and who executed the within and foregoing instrument, and acknowledged that a signed the same as her free and voluntary act and deed, for the uses and internal identification. free and voluntary act and deed, for the uses and purposes O'Visit thear my hand and official seal this : E ... Notery Public in and for the State of Washington, residing alaman habe is a land in the habe the manner of 84050 WITH PORE TROUDED TOR RECORDER'S USE. ransamericati COUNTY OF SKAPAGA A Service of Transamerica Corporation I HEREBY CERTIFY THAT THE WITHIN Filed for Record at Request of REGISTERED 6. 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 20 10 INDEXED: DINC. WAS RECORDED IN BOOK.... Miccellan At mot 443 INDIRECTAS Address..... RECORDED RECORDS OF BRAIL HEA " DURITY, WASH. for ported COMPARED

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