

REAL ESTATE CONTRACT

52-10199

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

between GLADYS GRENNIA, a widow,

hereinafter called the "seller," and JAMES C. SHERMAN and NINA JUNE SHERMAN, husband and wife, as to an undivided $\frac{1}{4}$ interest, and HUGH E. SHERMAN, a single man, as to the remaining undivided $\frac{1}{4}$ interest,

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 $\frac{1}{2}$ appurtenances, in SKAMANIA County, State of Washington:

The West 504 feet of the following described property: A tract of land lying in the Southwest One Quarter of the Southeast One Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) 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 00°38'01" East 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 SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 22; thence South 00°33'58" West along said line 290.90 feet; thence leaving said line North 89°53'28" West 1328.82 feet to the point of beginning and termicus 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 Skamania County, Washington.)

The terms and conditions of this contract are as follows: The purchase price is Six Thousand Five Hundred and No/100----- (\$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 purchase 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/100 (\$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 (8 $\frac{1}{2}$ %) 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 delinquency all taxes and assessments that may as 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 buildings 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.

(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 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 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 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.

(5) The seller has delivered, or agrees to deliver within 15 days to the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of said 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:

- Printed general exceptions appearing in said policy form;
- 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
- Any existing contract or contracts under 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.

