18.007 90342

BOOK TO PAGE 120 REAL ESTATE CONTRACT

day of January, 1979 THIS CONTRACT, made and entered into this 31st

JOHN C. McINTYPE, a single man

percentur called the "witer," and MACK MCCLARY AND TERESA M. MCCLARY, husband

bereinstier exited the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from County, State of Washington Skamenta described real estat; with the appurtenances, in

A purtion of the Northeast quarter of the Northwest quarter of Section 8, and the East half of the East half of the Northwest quarter of the Northwest quarter of Section 8 . Township 1 North, Range 5 East of the Willamotto Meridian, more particularly described as follows: Beginning at a point 633.73 feet South 1°32'08" West of the quarter corner common to Section 5 and Section 8; thence South 1°32'08" West 150 feet; thence South 63"31'46" West 377.05 feet to a point in the Easterly right of way line of Belle Center Road, thence North 50° 41'51" West 22,49 feet to the beginning of a tangent 1106 foot radial curve to the right; thence along said curve 63,22 feet thru an angle of 3°16'31"; thence radial to said curve South 42*34*12" West 10 feet; thence from a tangent which boars North 47"25'48" West along a 1116 foot radial curve 211.82 feet thru an angle of 10°52'29"; thence leaving the East-erly right of way line of Belle Center Road Barth 78°32'20" East 566.23 feet to the point of Leginning.

The same and conducts of this content are as follows. The purificar price of TREEN TREUNING AND NO/100ths-) Dellars, of which --- (* 12.000.**0**0) Dollars bave (\$ 2,000.00 TO THOUSAND AND MOVICOCHSbeen paid, the receipt whereof is kereby acknowledged, and the halance of said purchase price shall be paid as follows:) Dougra --- (\$ 100.00 One Hundred and no/100ths----, 19 79 Narch day of or more at purchaser's option, on or before the 100 -- (£00.00) Dollars One Handred and no/100thsor more at purchasers opioid, on or before the Source of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser turbey opices to hav interest on the diminishing balance of said purchase price as the rate of -10- per cent per annum from its 6th day of Pohruntry , 199 , which interest shall be deducted from each installment payment and the balance of each payment applied in re-untion of principal at the rate of -10-All payments to be made sereunder shall in made at ... of at 10th other place as the wifer may direct to writing Taxes and insurance to be paid by purchaser and written evidence of said to exht furnished to seller herein when bel

Contract pay be paid off at anytime with no penalty to purchasers - after January 1, 1980. Notwithstanding the aforegoing payment schedule, the full remaining principal balance of this contract, together with any interest accrued thereon at the rate stated herein, will be due and payable on or before January 6, 1984. 11 501

As referred to in this contract, "date of cloung" shall be recovered to

(3) The purchaser assumes and acrees to pay below repopuency in the said arrestments that may as between granter and granter become a lieb on said real edge, and if to have the contract the purchaser has assumed payment of any mortype contract or other enumbrance, or has assumed payment of contract or other enumbrance, or has assumed payment of contract to butchase subject to, any facts or assessments now a lieb on said real estate; the purchaser agree, to pay the same colore delinquence.

estate, the purchaser agrees to pay the same center resinguency.

The purchaser agrees while the purchase price is fally posit to keep the Sustained now and here firer placed on cald real entare.

The purchaser agrees, while the purchase price is fally posit to keep the Sustained now accompany accompanie to the seiler and for the sound to accompany accompanie to the seiler and for sound to purchase thereof to select an accompany approach and to purchase thereof to select a fall interest against approach and to purchase thereof to

The procedures agrees that full intraction. The procedure of the color of the color one his across shall be set to see any expectations the conditions of any expectations for agreement of their sections of any expectations of agreement of the color of

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The sear has he were out anters to deliver within 12 days of the dive of closers, a purchaser's policy of this insurance in standard over a commutation to the full amount of and purchase part of a commutation of the purchase part of a commutation of the full amount of and purchase part over damage by the on of delect in which stills to taid that exact or of lot said of the configuration no exceptions other than

b. Liens or encumbers on which by the terms of this contract the parabolist is to assume, or as in which the conveyance become in to be made used it and

Any existing contract or contracts where a such refler is purchased and trud claim, and any profilers by anter elification, who existing contract agrees the profiler or which the profiler is the profiler or the profiler of the profiler or the profiler of the profiler or the profiler or

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(6) If seller's title to said real enate is subject to an exacting contract or contracts under which seller is purchasing said real enate, or any mortisage 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 failing due the seller under this contract.

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

Rights of the public in streets, road and highway.

(b) 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 out to permit waste and not to use, or permit the use of, the real estate for any illegal partons. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to taid real estate after the date purchaser is entitled to possession.

Services jurnished 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 it the rate of 1050 per annum thereon such payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller much have by reason of such default.

with 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 fall to comply with or perform any 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 time of agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the inition of agreement hereof or the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser or and all improvements placed upon the real estate shall be friended to the seller as liquidated damages, and the seller shall be a remarked take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be a trued as a waiver of any subsequent default.

For it trued as a waiver of any subsequent default between the purchaser of all changes in the manner of the purchaser of all changes, and the seller. The proof of the purchaser of all changes in the purchaser and the p

Us noticer's election to bring out to enforce any covenant of this contract, including out to collect any payment required the collect and connection with such suit, which talk of included in any incornect or deep connection with such suit, which talk or included in any incornect or decree entered in such suit.

If the relief shall owing suit to procure an adjudination of the termination of the purchaser's rights hereunder, and judgment is so entered the purchaser agrees to pay a reasonable sum as attentive's fees and all costs and expenses in connection with such suit, and also the reasonable of the searching records to determine the condition of title at the date such suit is commenced, which sums shall be ancluded in any judgment or decree entered in such suit. BY WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above. Jonn C. Mc Intyre Mack McClary ... (SELL) Teresa M. Mc Clary (SEAL) STATE OF WASHINGTON, County of Clark On this day personally appeared before me John C. Mc Intyre to me known to be the individual described in and who executed the within and foretoing instrument, and acknowledged that free and voluntary act and deed, for the uses and purposes his signed the same as he there a mentioned. day of GIVES urtier my hand and official seal this January , 1979. and the state of t Notary Public in and for the State of Washington, FZU love reading at Vancouver Chicago Title CLAME THE STACE THE WARMEN OF THE COLDERS OF Insurance Company I HEREBY CERTIFY THAT THE WITHER EGHEST OF INSTRUMENT OF WRITERS, PILENEY TRANSACTION EXCISE TAX FEB 6 1970 1135 Amount Paid # Cor C ... NI (21/25 PM 21/25 Skamania County Trossures

By Lindland Symbol Mana Al. (Dep. was recommo in eodx AT PAGE & 4 Chicago Title Insurance Company MICOLOGO OF SKYNANIA COUNTY, WASHI

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