

WHEN RECORDED RETURN TO
L. EUGENE HANSON
ATTORNEY AT LAW
P. O. Box 417
White Salmon, WA 98672

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Eugene Hanson*

MAY 22 2 40 PM '95

P. E. Swery
AUDITOR

GARY M. OLSON

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122370

REAL ESTATE CONTRACT

1. PARTIES AND DATE: This Contract is entered into on the 15th day of May, 1995, between PENNY MARIE MURPHY, a married woman, as her separate estate, 1840 Alex Hamilton, Reno, NV 89509 and PATRICIA JO SCHUETZ, a married woman, as her separate estate, 1848 Spangle DR., Las Vegas, NV 89108, as tenants in common, as "Seller" and ELIZABETH K. HOGAN and THOMAS JUDD, husband and wife, 112 Carr RD., Cook, WA 98605 as "Purchaser."

2. SALE AND LEGAL DESCRIPTION: Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Skamania County, Washington:

Lot 1 of Murphy-Schuetz Short Plat in the Northwest Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 East, W. M. in Block 10; Lot 3, Manzanola Orchard Tracts as recorded in Book 3, Page 229 of Short Plats, under Skamania County Auditor's File No. 117442.

TOGETHER WITH foot traffic easement described as follows: Beginning at the Northwest corner of the herein described property, which is the Southwest corner of Lot 2, of Murphy-Schuetz Short Plat in the Northwest Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 East; thence continuing North 30 feet; thence East 120 feet; thence South 30 feet; thence West 120 feet to the point of beginning. Such easement shall be for access to an unnamed creek within the described easement and shall not run with the land; but, rather, shall be personal to the Grantees.

SUBJECT TO and TOGETHER WITH Easements, of record, if any.

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3. (a) PRICE: Purchaser agrees to pay:

REAL ESTATE EXCISE TAX

Total Purchase Price	\$20,000.00
Down Payment	\$ 1,750.00
Results in	\$18,250.00 Amount PAID <u>2565</u> financed by Seller.

MAY 22 1995

(b) PAYMENT OF AMOUNT FINANCED BY SELLER: Purchaser agrees to pay the sum of EIGHTEEN THOUSAND TWO HUNDRED FIFTY Dollars (\$18,250.00) as follows:

SKAMANIA COUNTY TREASURER

\$200.00, or more at Purchaser's option on or before the 16th day of January, 1995, and a like amount or more at Purchaser's option each and every month thereafter on the same day thereafter until paid in full. The outstanding balance of the purchase price shall at all times bear daily interest at the rate of seven percent (7%) per annum from the 2nd day of January, 1995. From each such payment so made shall first be deducted interest due to date and the balance thereof shall be applied in reduction of principal. The balance of this contract, both principal and interest, shall be paid in full on or before eleven (11) years from the above closing date of this contract.

Payment shall be made at: \$100.00 to Penny Marie Murphy, 1840 Alex Hamilton, Reno, NV 89509 and \$100.00 to Patricia Jo Schuetz, 1848 Spangle DR., Las Vegas, NV 89108, or at such other address as the Seller may direct in writing.

4. OTHER ENCUMBRANCES AGAINST THE PROPERTY: The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations: NONE, except those as listed in Paragraph 2 hereof.

5. FULFILLMENT DEED: Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract, by through or under persons other than the Seller herein. Said Statutory Warranty Deed shall be held at Office of L. Eugene Hanson, Attorney at Law, 70 N. E. Estes Avenue, White Salmon, WA 98672.

Indexed ☒
Indirect ☒
Filed ☒
Noted ☒

GARY M. OLSON, Skamania County Auditor
Date 5/24/95, Amount \$ 3,750.00