

FILED FOR RECORD
SKANANIA CO. WASH
BY *Diana McAnally*

MAY 25 11 42 AM '95

P. Lowry
AUDITOR

GARY H. OLSON

122388

REAL ESTATE CONTRACT

(Form A-1964)

BOOK 150 PAGE 109

THIS CONTRACT, made and entered into this 15th day of May, 1995

between Diana M. McAnally, her separate property, hereinafter called the "seller", and Terry R. Chevrolet, as his separate property, 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 the appurtenances, in Skamania County, State of Washington:

Lot 10 Wind River Lots II according to the official plat thereof as recorded on page number 42 of Book of Plats, Records of Skamania County. Tax lot # 1912

The terms and conditions of this contract are as follows: The purchase price is TEN THOUSAND AND NO/100 (\$10,000.00) dollars, of which ONE HUNDRED AND NO/100 (\$100.00) have been paid, the receipt thereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: FOUR HUNDRED AND NO/100 (\$400.00) Dollars or more at purchaser's option, on or before the 15th day of May, and ONE HUNDRED TWENTY TWO AND 93/100 (\$122.95) Dollars or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of NINE AND ONE-HALF (9 1/2 %) percent per annum from the 15th day of May, 1995 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at

Diana M. McAnally
P.O. Box 100
Lyle, WA 98635

or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be May 15, 1995.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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 agreed to deliver within 15 days of the closing, a purchaser's policy of title insurance in standard form, or a commitment thereof issued by _____ involving the purchaser as 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 continuation inceptant other than the following:

- a. Final general encumbrances appearing in said policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchaser may assume, or as to which no convenience hereunder is to be made, except, and
- every existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation which seller is to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) 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.

17375

REAL ESTATE EXERCISE 121

MAY 25 1995

PAID 173.00
[Signature]
SKANANIA COUNTY TREASURER

Signature
Indexed, Div
Indexed
Filed
Mailed

RECORDER'S NOTE: PORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILING

Diana M. McAnally
1-9-26-2-1912

