

REAL ESTATE CONTRACT

THIS AGREEMENT Made and entered into this 1st day of June, 1984,
by and between JACK D. COLLINS and IRMA B. COLLINS
hereinafter called the Seller, residing in the County of SKAMANIA, State of WASHINGTON
and KEITH J. MARTIN,
hereinafter called the Purchaser, residing in the City of CAMAS, State of WASHINGTON.

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

Lot 2 of Jack Collins Short Plat filed May 2, 1983 in Book 3 of Short Plats, Page 45 under Auditor's File No. 95821, Records of Skamania Co., Washington, being a portion of the Southwest quarter of Section 9, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

SUBJECT TO AND TOGETHER WITH: a 60 foot easement and right of way for Mt. Zion Rd. that adjoins this property.

situated in SKAMANIA County, State of WASHINGTON, on the following terms: the total purchase price is TWENTY SEVEN THOUSAND Dollars (\$27,000.) of which the sum of TWO THOUSAND Dollars (\$2,000.) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of TWENTY FIVE THOUSAND Dollars (\$25,000.)

to be paid in the amounts and at the times stated as follows:

\$245. to be paid June 15, 1984 and \$245. on or before the 15th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. Payments shall include interest on the unpaid balance of said purchase price.



with interest on all deferred payments, to be computed from the date of this agreement at the rate of 10% per cent per annum and to be paid on each principal paying date. Purchaser may make larger payments at any time, or pay the contract in full, and interest shall immediately cease on all payments so made.

It is agreed that the Purchaser shall have possession of said premises from the 1st day of June, 1984, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than XX Dollars (\$ XXXXXX).

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 15 per cent per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to the real estate herein described or of reason of prior liens not assumed by the purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

Real Estate Contract

Washington Legal Blank Co., Bellevue, WA Form No. 341 3-78

MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER

No. 3833
TRANSACTION EXCISE TAX

JUN 4 1984

Amount Paid

Skamania County Treasurer

By

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written notice to the Purchaser, and at the expiration of thirty days thereafter this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by the Purchaser. In such event and upon Seller doing so, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: 106 N.E. Garfield, Camas, Washington 98607

or at such other address as the Purchaser shall indicate to the Seller in writing.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made at M.P.O. 22R. Strunk Rd.
Washougal, Wa. 98671

It is further agreed that any mobile home placed on subject property must be new and of the double-wide type with a minimum width of 24 ft. and must be placed on a concrete foundation. AND IT IS FURTHER AGREED: That no assignment of this agreement, or of the premises described, shall be valid unless the same shall be endorsed hereon or permanently attached hereto and countersigned by the seller.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

Purchaser

Seller

STATE OF WASHINGTON

County of Clerk

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 1st day of June, 1984, personally appeared before me Keith J. Martin & Jack D. Collins & Irma B. Collins

to me known to be the individual s described as seller and who executed the within instrument, and acknowledged that They signed the same as His & Her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

If seller is a corporation attach corporate acknowledgment.

Notary Public in and for the State of Washington residing at Washougal

ASSIGNMENT BY PURCHASER

The within named purchaser for and in consideration of the sum of _____ Dollars (\$ _____)

does assign and convey all right and title in and to the within contract and the property described therein unto _____

and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said purchaser. Said assignee hereby assumes and agrees to fulfill the terms and conditions of said real estate contract.

Dated this _____ day of _____, 19____

Assignee(s)

Assignor(s)

ASSIGNMENT BY SELLER

in name seller for and in consideration of the sum of _____ Dollars (\$ _____)

and said assignee(s) hereby assume(s) and agree(s) to be bound by the terms and conditions of said real estate contract.



NOTARY PUBLIC
STATE OF WASHINGTON

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF RECORD IS FILED BY

Jack D. Collins

M.P.O. 22R Strunk Rd.

AT 16

WAS NOTATION FILED

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Notary Public in and for the State of Washington, residing at _____

reby certify that on this _____ day of _____

re above assignment, and acknowledged that
d for the uses and purposes therein mentioned.
official seal the day and year in this certificate