

47826

REAL ESTATE CONTRACT

THIS AGREEMENT made this 6th day of ~~October~~ ^{November}, 1954, between THOMAS F. GOLDEN, dealing in his sole and separate property, hereinafter called "Seller", and JACK D. COLLINS JR. and IRMA COLLINS, husband and wife, hereinafter called "Buyers", of General Delivery, Underwood, Washington, WITNESSETH:

I.

That in consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the seller agrees to sell to the buyers and the buyers agree to purchase from the seller the following described real estate situate in Skamania County, Washington, to-wit:

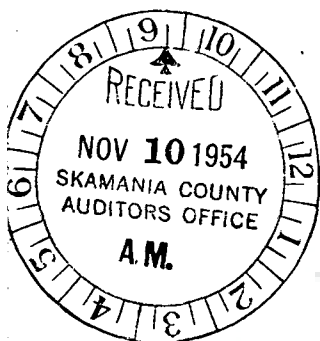
PREMISES DESCRIPTION: Tract "A" and Tract "B" described as:

TRACT "A": The SW $\frac{1}{4}$ of Section 9, Twp. 1 North, Range 5 E.W.M., and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, Twp. 1 No. Range 5 E.W.M., excepting the following:

- (1) Ten acres off the east end of the NE $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Sec. 9 aforesaid;
- (2) One acre, commencing at the NW corner of the SW $\frac{1}{4}$ said Sec. 9 thence South 2 rods to north line of Cape Horn and Mt. Zion Road, thence along the northerly line of said road to the NE corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 9; thence west to the place of beginning;
- (3) Thirty acres, more or less, conveyed to Henry J. Biddle by deed recorded at page 227 Book "N" of Deeds, records of Skamania County, and easement for road described in said deed;
- (4) Spring and easement described in deed to Fred and Alfred Cocher recorded at page 326 Book "I" of Deeds of Skamania County;
- (5) Easement conveyed to Northwestern Electric Company.

TRACT "B": Beginning at a point 40 rods South of the Northwest corner of Section 9, Township 1 North, Range 5, East of the Willamette Meridian, and running thence South 122 rods, more or less, to the North line of the old Cape-Horn-Mount Zion Road; thence Northeasterly and following the North line of said road to a point on the south line of the Northwest Quarter of said section; thence East on said South line to the Southeast corner of said Northwest Quarter, thence North along the East line of said Northwest Quarter, 120 rods, more or less, to the Southeast corner of the North Half of the Northeast Quarter of the Northwest Quarter of said Section 9, thence West to a point that is 40 rods South of the Northeast corner of NW $\frac{1}{4}$ of the Northwest Quarter of said Section, thence West 80 rods, more or less, to the place of beginning.

EXCEPT the following:



- (1) One acre, more or less, conveyed to Skamania County by S. A. Strunk and L. Pearl Strunk, his wife, and D. H. Strunk by deed dated April 5, 1923, and recorded April 6, 1923, at page 200 of Book T of Deeds, Records of Skamania County, Washington.
- (2) A transmission line easement granted to the United States of America for the Bonneville-Camas-Vancouver transmission line 100 feet in width on, over and across the real estate under search by deed dated March 11, 1942, and recorded at page 89 of Book 29 of Deeds.
- (3) An easement for an access road right of way 14 feet in width granted to the United States of America for use in connection with the Bonneville-Camas-Vancouver transmission line by deed dated November 12, 1942, and recorded at page 362 of Book 29 of Deeds.

Luna Collins

Jack W. Collins Jr.

Unofficial Copy

II.

PURCHASE PRICE: The purchase price for said real estate is Fourteen Thousand Five Hundred (\$14,500.00) Dollars, of which the buyers have this day paid the sum of One Thousand Five Hundred (\$1,500.00) Dollars as down payment and earnest money, receipt of which is hereby acknowledged by the seller. The balance of \$13,000.00 due to seller shall be paid in quarter-annual installments as follows: \$125.00 or more plus accrued interest on or before each of the 1st days of February, May, August and November of each year until the entire balance of principal and interest has been paid. The first of said installments shall be paid on or before the 1st day of February, 1955. The unpaid balance from time to time shall bear interest from the 9th day of October, 1954, at the rate of five (5%) per cent per annum, shall be paid at the time said quarter-annual installments are paid and shall be in addition to the amount of said installments.

Buyers reserve the right to pay the balance due on this contract in full at any time without penalty.

All payments under this contract shall be made to the seller at the offices of Knapp & O'Dell, attorneys, Camas, Washington, or at such other place as the seller shall in writing direct.

III.

POSSESSION: Possession of said premises has been given to buyers as of October 9, 1954.

IV.

TAXES AND INSURANCE: The 1954 real estate tax on said premises and any pre-paid insurance shall be pro-rated between seller and buyers as of October 9, 1954. Buyers shall pay the pro-rata share of said taxes and insurance to seller within thirty (30) days of the date of this contract.

V.

BUYERS' COVENANTS: Buyers agree to make the payments herein mentioned in the manner and on dates named; to keep the buildings on the premises constantly insured against loss by fire to the full

insurable value of said improvements, with loss payable to buyers and seller as their respective interests appear; to keep the property covered by this contract in the condition as it stands at the date of this contract, and to pay the purchase price agreed upon regardless of any loss, destruction or damage to the said property by fire or from any other cause; all repairs and improvements to said premises shall be made at buyers' expense; to make or permit no unlawful, offensive or improper use of said premises or any part thereof, to permit the seller or his agents to enter upon said premises at any reasonable time to inspect the same; to pay seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatever kind and nature, which may hereafter be lawfully imposed upon said premises, and agree not to permit or suffer any part of said premises to become subject to any assessment, lien charges or encumbrance whatsoever having or taking precedence over the rights of seller in and to said property; not to remove the buildings or other improvements without the written consent of the seller, nor to permit any waste, destruction or other damage to the premises.

Should the buyers fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the seller may pay the same and such sums as may be so paid by seller shall be secured by this contract and the said sums shall be repaid by the buyers to the seller with interest thereon from each respective date of advancement until paid at the rate of six (6%) per cent per annum, payable semi-annually.

VI.

DEED AND TITLE INSURANCE: It is understood that seller owns Tract "B" above free and clear of all encumbrances and is purchasing Tract "A" above from one Frank Ziniker of St. Petersburg, Florida. Buyers are, at this time and at their own expense, procuring a Purchasers' Policy of Title Insurance. In lieu of furnishing further evidence of title at any time, seller agrees to give buyers credit on this contract for the cost of said Title Insurance premium upon presentation of a receipt showing payment therefore.

When said contract balance has been reduced to \$7,250.00, seller shall, on demand, execute and deposit in escrow a Warranty Deed to said premises at any bank in the State of Washington of buyers' selection.

VII.

ASSIGNMENT: It is agreed that no assignment of this contract, or lease of the premises or any part thereof shall be valid unless the same shall be consented to by the seller, and any attempted assignment or leasing by the buyers shall be void unless consented to as above provided.

VIII.

FORFEITURE: Time is of the essence of this contract, and if the buyers shall fail, refuse, or neglect to pay either or any of the installments or interest or any other payments due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the buyers to be performed, then the seller shall have the right to declare this contract null and void; and if the buyers shall fail to make good such default within fifteen (15) days after the seller shall have served a written notice of declaration of forfeiture by delivering said notice to the buyers or mailing same by registered mail to said buyers at their last known address or to the address given on this contract, at the seller's option, then, and in that event, all of the rights under this contract shall immediately and utterly cease and determine and the property described herein shall revert to, and revert in, the seller, without further action on the part of the seller and without any right of the buyers to reclamation or compensation for money paid, or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the sellers under this contract shall thereupon be forfeited without process of law and shall be retained by, and belong to, the seller in full satisfaction of all claims as accrued and reasonable rent of said premises from this day to the time of such forfeiture and as the liquidated damages to the seller for the

buyers' failure to complete this contract. If the seller within six months after such forfeiture shall commence an action to procure adjudication of the termination of the buyers' rights hereunder, the buyers agree to pay the expenses of court costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate this 6th day of ~~October~~^{November}, 1954.

Thomas F. Golden
SELLER

Jack D. Collins Jr.

James Collins
BUYERS

STATE OF WASHINGTON)
County of King) ss.

On this day personally appeared before me THOMAS F. GOLDEN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of October, 1954.

H. B. Gibson
Notary Public for the State of Washington, residing at Seattle, therein.

NO. 1328
C. A COUNTY
T. ACTION EXCISE TAX
PAID NOV 10 1954
AMOUNT \$145.00
COUNTY TREASURER
BY Mabel J. Jeter
Annelle S. Hutcherson, Dy.