

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of July, 1976,

between

JACK D. COLLINS, JR. and IRMA D. COLLINS,

husband and wife,

JAMES C. DAVIS and MILDIE L. DAVIS,

husband and wife,

hereinafter called the "seller" and

hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 8, Township 1 North, Range 5 E. W. M., described as follows:

Beginning at the south quarter corner of the said Section 8, said point being a brass monument in the right of way of Bell Center Road; thence north 01° 51' 02" east 1399.54 feet to the northwest corner of the SE $\frac{1}{4}$ of the said Section 8; thence north 88° 00' 00" east along the north line of the SE $\frac{1}{4}$ of the said Section 8 a distance of 2026.63 feet to the true point of beginning; thence north 02° 00' 51" east a distance of 1188.31 feet to the center of Mt. Pleasant Road; thence south 76° 03' 08" east a distance of 155.79 feet to the beginning of a curve to the left; thence along the arc of the curve a distance of 214.83 feet through a central angle of 21° 29' 00" with a radius of 572.96 feet (the long chord of which bears south 36° 47' 39" east and has a length of 213.58 feet); thence north 82° 27' 52" east a distance of 14.02 feet along the center of Strunk Road; thence south 02° 00' 51" west 1127.41 feet to the north line of the SE $\frac{1}{4}$ of the said Section 8; thence south 88° 00' 00" west 381.60 feet to the point of beginning; said tract containing 10.01 acres, more or less; SUBJECT TO easements and rights of way for county roads; AND SUBJECT TO an easement for a water pipeline granted to Eugene E. Howard and Zola M. Howard, his wife.

On the following terms and conditions: The purchase price is FIFTEEN THOUSAND and NO/100 - (\$ 15,000.00) dollars, of which ONE THOUSAND FIVE HUNDRED and NO/100 (\$ 1,500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Thirteen Thousand Five Hundred and NO/100 (\$13,500.00) Dollars in monthly installments of One Hundred Twenty and NO/100 (\$120.00) Dollars, or more, commencing on the 15th day of August, 1976, and on the 15th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight and one-half per-cent (8½%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due.

The sellers or their agent make no warranty or representation as to the availability of water on said property. Said real property has been classified by the Skamania County Assessor as forest land pursuant to RCW 84.33 and is subject to the provisions thereof.

The purchaser may enter into possession July 15, 1976.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such takings.

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

Sell to the purchaser a WARRANTY deed of the property, extending any part which may have been condemned, free of incumbrances except those shown hereon, and any that may accrue hereafter through any person other than the seller.

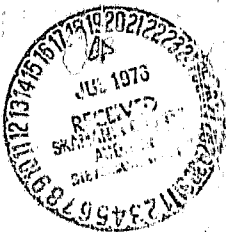
The seller agrees to furnish to Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the downpayment in full, insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made 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 of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Jack D. Collins Jr. (Seal)
B. Collins (Seal)
James P. Davis (Seal)
Bobbie S. Davis (Seal)



4130
 TRANSACTION INDEX FILE

JUL 19 1976
 Amount Paid \$1500.00
Kathryn Wright
 By Kathryn Wright
James D. Weisinger des

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me JACK D. COLLINS, JR. and YMA B. COLLINS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

14 day of July, 1976



James R. Carbaugh
 Notary Public in and for the State of Washington,
 residing at Clark

Transamerica Title Insurance Co

TS A Service of
 Transamerica Corporation

Filed for Record at Request of

Name James P. Davis
 Address Bobbie S. Davis
 City and State Clark
 REGISTERED 8
 INDEXED: DIR 1
 INDEXED 2
 RECORDED 1
 COMPARED 1
 MATED

WHICH SOURCE OF INFORMATION RECORDED'S USE
 COUNTY OF SKAMANIA 156
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING, FILED BY
P. J. Salmons
 OF Skamania, WA
 AT 12:15 PM July 19, 1976
 WAS RECORDED IN BOOK 71
 OF Deeds AT PAGE 233
 RECORDS OF SKAMANIA COUNTY, WASH
W. P. Ridd
 COUNTY CLERK
E. Thompson