



## REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 30th day of 30th of July, 1976  
between JACK D. COLLINS Jr. and IRMA D. COLLINS, husband and wife

hereinafter called the "seller," and DANNY EUGENE HOWARD and MARY L. HOWARD, husband and wife

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 SUCANANTA County, State of Washington.

The terms and conditions of this contract are as follows: 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 have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Thirteen thousand Five hundred and No/100 Dollars in monthly payments and installments of One hundred twenty-five and No/100 Dollars, or more, commencing on the 1st day of September, 1976 and on the 1st 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 the contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due.

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

The 1976 Real Estate taxes will be pro-rated between buyers and sellers to Dec 1, 1976

All payments to be made hereunder shall be made at 3615 a home at 2400 2nd Strunk Rd. Wash., Wash or at such other place as the seller may direct in writing. August 1, 1976

As recited in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may accrue 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 agents shall be held to any claimant respecting the condition of or 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 and as 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 in 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 agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Pioneer National Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate, if the date of closing said containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the covenants hereunder are to be made subject to;
- Any existing contract or contract under which seller is purchasing said real estate, and any mortgage or other obligation which seller by this contract agrees 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, had any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, taxation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

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.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the time such suit is commenced, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.



STATE OF WASHINGTON,

County of *Skamania*

On this day personally appeared before me

*J. C. [illegible]*

to me known to be the individual 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

*4* day of *July*

*1976*

*421*

Notary Public in and for the State of Washington,

Reading at *Clatskanie*

TRANSACTION EXCISE TAX

SEP 10 1976

Amount Paid *1.50*

82843

Skamania County Treasurer  
By *Barbara J. [illegible]*



STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

(INSTRUMENT OF WRITING, FILED BY

*R. J. [illegible]*

OF *Skamania*

AT *Clatskanie* *9-10-76*

WAS RECORDED IN BOOK *71*

OF *421* AT PAGE *633*

RECORDS OF SKAMANIA COUNTY, WASH.

*SEP 10 1976*

CLATSKANIE

TO BE RECORDED IN THE PUBLIC RECORDS OF SKAMANIA COUNTY, WASH.

Filed for Recording at Request of

ATTEST: [illegible]

NOTARY PUBLIC

The terms and conditions of this contract are as follows: 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 have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
The purchasers agree to pay the balance of the purchase price in the sum of Thirteen thousand Five hundred and No/100 Dollars in monthly payments and installments of One hundred twenty-five and no/100 Dollars, or more, commencing on the 1st day of September, 1976 and on the 1st 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 the contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due.

The sellers or their agents make no warranty or representation 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 84.35 and is subject to the provisions thereof.

Said 1976 Real Est to taxes will be pro-rated between buyers and sellers by Dec 1, 1976

All payments to be made hereunder shall be made at Seller's home at 4180 22R Strunk Rd. Washougal, Wash or at such other place as the seller may direct in writing.  
As referred to in this contract, "date of closing" shall be August 1, 1976

(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 thereon 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 regarding 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 hereon unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or re-creation 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 hereon.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, as a commitment therefor, issued by FARMERS NATIONAL TITLE INSURANCE COMPANY, insuring the purchaser to 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 containing no exceptions other than the following:

- A. Printed general exceptions appearing in said policy form;
- B. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- C. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

#### PARCEL DESCRIPTION

Beginning at the South 1/4 corner of Section 8, Township 1 North, Range 5 East, Willamette Meridian, said point being a brass monument in the right-of-way of Bell Center Road; Thence North 01° 58' 31" East along the center of Section 8 a distance of 1399.64 feet to the Northwest corner of the Southwest 1/4 of the Southeast 1/4; Thence North 88° 00' 00" East along the North line of the South 1/2 of the Southeast 1/4 of Section 8 a distance of 1379.43 feet to the true point of beginning of Parcel 1 (one); Thence North 09° 31' 51" East a distance of 1239.98 feet to the center line of Mt. Pleasant Road and a point on a curve to the left; Thence along the arc of the curve a distance of 242.83 feet through a central angle of 8° 34' 11" with a radius of 954.98 feet (the long chord of which bears South 80° 30' 13" East and has a length of 142.69 feet); Thence South 76° 03' 08" East a distance of 193.02 feet along the center line of Mt. Pleasant Road; Thence South 02° 00' 51" East a distance of 1287.50 feet to the North line of the South 1/2 of the Southeast 1/4 of Section 8; Thence North 88° 00' 00" East a distance of 294.00 feet to the point of beginning, containing 10.02 acres.

(8) If no date is provided for the purchase, the purchaser shall, at the time and place of closing, retain possession so long as the purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on this real estate in good repair and not to use or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum, from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) It is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

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.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.



Jack H. Collins, Jr. (SEAL)  
 James B. Collins (SEAL)  
 E. Darnell E. Howard (SEAL)  
 Mary E. Howard (SEAL)

STATE OF WASHINGTON

County of *Clallam*

On this day personally appeared before me *Jack H. Collins, Jr.*

to me known to be the individual 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

day of *July* 1976

No. *4212* Notary Public in and for the State of Washington,

TRANSACTION EXCISE TAX

SEP 1 0 1976

Amount Paid

82843

Skamania County Treasurer  
 B. Darnell E. Howard, Jr.

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON  
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT OF WRITING, FILED BY  
*R. J. Darnell, Jr.*  
 OF *Skamania County, WA*  
 AT *Clallam* ON *7-10* 1976  
 WAS RECORDED IN BOOK *71*  
 OF *Clallam* AT PAGE *633*  
 RECORDS OF SKAMANIA COUNTY, WASH.  
*R. J. Darnell, Jr.*  
 COUNTY AUDITOR

Filed for Record at Request of  
 A TITON COMPANY  
 PIONEER NATIONAL TITLE INSURANCE