



83756

REAL ESTATE CONTRACT

BOOK 72 PAGE 431

SK-10126

THIS CONTRACT, made and entered into this 25th day of March, 1977
between HELEN M. FREEMAN, a widow,

hereinafter called the "seller," and MARVIN G. COLLIER and GRETCHEN L. COLLIER,
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 covenances, in Skamania County, State of Washington:

All of Lot 6 and Lot 7 EXCEPT the north 20 feet thereof, of Block
Four of the SECOND ADDITION TO HILLCREST ACRE TRACTS according
to the official plat thereof on file and of record at page 100
of Book A of Plats, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Thirty-six Thousand and
No/100----- \$36,000.00 Dollars, of which
Five Thousand and No/100----- \$5,000.00 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 Thirty-one Thousand and No/100 (\$31,000.00) Dollars in monthly
installments of Two Hundred Fifty and No/100 (\$250.00) Dollars, or
more, commencing on the 1st day of May, 1977, 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 percent (8%) 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.

Columbia Gorge Bank, Stevenson, Washington,
until further notice.

All payments of said purchase price shall be made by check payable to the order of the seller, and shall be deposited with the seller on or before April 1, 1977.

The purchaser agrees to pay the balance of the purchase price in full on or before April 1, 1977, and to keep the buildings now and hereafter placed on said real estate insured to the full 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 the interest may appear, and to pay all premiums therefor and to deliver all policies and receipts hereon to the seller.

The purchaser agrees that full consideration of said real estate has been made and that neither the seller nor his assigns shall be liable for any damages respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee thereof be held to any agreement or agreement for alterations, improvements or repairs unless the consent or agreement of all parties contained herein is in writing and attached to and made a part of this contract.

The purchaser agrees to keep the buildings now and hereafter placed on said real estate insured to the full 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 the interest may appear, and to pay all premiums therefor and to deliver all policies and receipts hereon to the seller.

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 substitute thereof, issued by SAFECO 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. Known general exceptions appearing in said policy form.
- b. Easements or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance thereon 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.

(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, deed of trust 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.

(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 person other than the seller, and subject to the following:

- a) General Taxes for 1977 which will be pro-rated as of April 1, 1977; and
- b) Restrictive covenants of record.

(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, 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 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.

Seller's 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.

John H. Freeman SEAL

Margaret M. Freeman SEAL

STATE OF WASHINGTON,

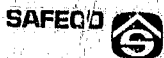
County of Skamania

On this day personally appeared before me HELEN M. FREEMAN, a widow,
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of March, 1977.
John H. Freeman
Notary Public in and for the State of Washington

WHEN RECORDED, RETURN TO reading at Stevenson.

4575



SAFECO TITLE INSURANCE COMPANY

THIS PAGE IS RESERVED FOR RECORDER'S USE

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	☒
INDEXED	☒
FILED	☒
COMPLETED	☒
MAILED	☒

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<u>Skamania Title Co.</u>	
OF <u>Stevenson, WA</u>	
AT <u>1:00 P.M. March 28, 1977</u>	
WAS RECORDED IN BOOK <u>72</u>	
OF <u>Page 431</u>	
RECORDED IN SKAMANIA COUNTY, WASH.	
<u>John H. Freeman</u>	
COUNTY AUDITOR	
DUPLICATE	



83756

REAL ESTATE CONTRACT

BOOK 72 PAGE 431

SK-10126

THIS CONTRACT made and entered into this 25th day of March, 1977

between HELEN M. FREEMAN, a widow,

hereinafter called the "seller," and MARVIN G. COLLIER and GRETCHEN L. COLLIER,
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 Skamania County, State of Washington:

All of Lot 6 and Lot 7 EXCEPT the north 20 feet thereof, of Block Four of the SECOND ADDITION TO HILLCREST ACRES TRACTS according to the official plat thereof on file and of record at page 100 of Book A of Plats, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Thirty-six Thousand and

No/100----- Dollars, of which

Five Thousand and No/100----- 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 Thirty-one Thousand and No/100 (\$31,000.00) Dollars in monthly installments of Two Hundred Fifty and No/100 (\$250.00) Dollars, or more, commencing on the 1st day of May, 1977, 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 percent (8%) 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.

Columbia Gorge Bank, Stevenson, Washington,
until further notice.

As witness to the above, the parties have signed their names and seals of office, and the seller has signed the deed, and the purchaser has signed the deed, and the deed is hereby acknowledged.

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April 1, 1977

(1) The purchaser agrees to pay the balance of the purchase price in the sum of Thirty-one Thousand and No/100 (\$31,000.00) Dollars in monthly installments of Two Hundred Fifty and No/100 (\$250.00) Dollars, or more, commencing on the 1st day of May, 1977, 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 percent (8%) 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.

(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 benefit of the seller, or its assigns, and to pay all premiums therefor and to deliver all policies and receipts therefor 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 in any lawsuit or action regarding the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held in any lawsuit or action regarding alterations, improvements or repairs unless the purchaser or assigns has received notice in writing and attached to and made a part of this contract.

(4) The purchaser agrees to defend all lawsuits or actions for damages or destruction of any improvements now on said real estate or hereafter placed thereon, and in 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 taking of consideration. In case any part of said real estate is taken for public use, the portion of the consideration award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and shall be paid as payment on the purchase price hereon, unless the seller elects to allow the purchaser to repay all or a portion of such consideration award to the rebuilding or reconstruction of any improvements damaged by such taking. In case of damage or destruction of any improvements, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless the 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 10 days of the date of closing, a purchaser's policy of title insurance in standard form, or a comparable transfer, issued by SAFECO 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 in said real estate as of the date of closing and containing no exceptions other than the following:

1. Any general exceptions appearing in said policy form.
2. Any exceptions which by the terms of this contract the purchaser is to assume, or as to which the consequence hereunder is to be made subject, and
3. Any existing contract or contracts under which seller is purchasing said real estate, or 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, deed of trust 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.

(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:

- a) General Taxes for 1977 which will be pro-rated as of April 1, 1977; and
- b) Restrictive covenants of record.

(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 this 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 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 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.

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me HELEN M. FREEMAN, a widow,
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed.
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of March, 1977

WHEN RECORDED, RETURN TO

Charles J. Stevenson
Notary Public for the State of Washington,
residing at Stevenson

4575



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	☒
INDEXED: DIR.	☒
FILED	☒
CORRECTED	☐
MAILED	☐

THIS PAGE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OR INSTRUMENTS FILED BY	
<u>Charles J. Stevenson</u>	
AT <u>1:00 P.M. March 28, 1977</u>	
WAS RECORDED IN BOOK <u>72</u>	
OF <u>Declar.</u> AT PAGE <u>431</u>	
RECORDED IN SKAMANIA COUNTY, WASH.	
<u>E. McGee</u>	
COUNTY AUDITOR	
DEPUTY	