

86137
SK 10921
1-5-9-600

BOOK 74 PAGE 612

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 17th day of April, 1978
between JACK D. COLLINS and IRMA B. COLLINS, husband and wife
hereinafter called the "seller," and LOUIS PAUL KLAICH, a single man

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:

A tract of land in the West half of the Northeast quarter of the Southwest quarter of Section 9, Township 1 North, Range 5 E.W.M. described as follows: Being that portion of said tract lying South of the center of Strunk Road and East and Southeast of the center of Mt. Zion Private Road, EXCEPT the East 22 feet of the above described tract. That portion of the Northwest quarter of the Southwest quarter of Section 9, Township 1 North, Range 5 E.W.M., lying Southeasterly of the center of Mt. Zion Private Road, SUBJECT TO AND TOGETHER WITH a 60 foot easement and right of way which is the right of way for Mt. Zion Road that adjoins the above parcels. ALSO SUBJECT TO AND TOGETHER WITH the 60 feet of the Northwest quarter of the Southwest quarter described is designated as Collins Private Road, lying Southerly of the road. These parcels are also known as Lots 1 & 2 of Jack & I.R. Short Plat, recorded 3/13/78 under Auditor's File No. 15931 RECOR.

The terms and conditions of this contract are as follows: The purchase price is \$30,000.00 THOUSAND AND NO/100

THREE THOUSAND AND NO/100ths) Dollars, of which

\$3,000.00 Dollars have

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

TWO HUNDRED FIFTY AND NO/100ths ----- (\$ 250.00) Dollars, or more at purchaser's option, on or before the 1st day of June, 1978,

and TWO HUNDRED FIFTY AND NO/100ths ----- (\$ 250.00) Dollars, or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price

at the rate of $\frac{1}{2}\%$ per cent per annum from the 1st day of May, 1978,

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at direct to seller MPO 22R Strunk Rd., Washougal, Wa.

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREIN:

1. NO mobile homes allowed on subject property.
2. Seller agrees to give deed releases on a parcel of two (2) acres or more upon the payment of \$3,000.00 an acre in addition to the regular monthly payments. This additional money shall be applied toward total purchase price.

As referred to in this contract, date of closing shall be May 1, 1978

(1) The purchaser assumes and agrees to pay, for delinquency of taxes and assessments that may as between grantor and grantee become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any tax, assessment, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter 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, windstorm or 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 covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or his assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the same are or agreement relating thereto is contained herein or is written 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 protection the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller consents to allow the purchaser to apply all or a portion of said condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction is on a prior interest against the proceeds of such insurance remaining after payment of the reasonable expenses of protection the same shall be diverted to the restoration or rebuilding of such improvements within a reasonable time, and purchaser 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 therefore, issued by AMERICAN INSURANCE COMPANY, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in 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 (c) 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, 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 fulfillment _____ deed to said real estate, excepting any part thereof heretofore 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, installation or construction charges for water, sewer, electricity, gasline 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 if the purchaser shall fail to comply with any of the terms, conditions or covenants herein 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 returned to the seller as liquidated damages, and the seller shall have the 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 this contract 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 recover the amount unpaid hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection therewith, 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 purchase contract herein, and judgment so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection therewith, 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.

No. 5600
TRANSACTION EXCISE TAX

APR 18 1970
Amount Paid \$3.00

Jack D. Collins

Irma B. Collins

Coupe Paul Klaich

STATE OF WASHINGTON, Clallam County

County of Clark

On this day personally appeared before me, Jack D. Collins & Irma B. Collins, to me known to be the individual so 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 April, 1970.

Notary Public in and for the State of Washington,

Residing at Vancouver.



PIONEER NATIONAL
TITLE INSURANCE

A TICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:
Mr. and Mrs. JACK D. COLLINS
MPO 22R Strunk Rd.
Washougal, Washington 98671

CLALLAM COUNTY, WASHINGTON	
I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING IS FILED BY	
<u>Jack D. Collins</u>	
ON <u>April 18, 1970</u>	
AT THE CLALLAM COUNTY RECORDER'S OFFICE	
AS RECORDED IN BOOK <u>74</u>	
ON PAGE <u>617</u>	
RECORDED BY <u>Jack D. Collins</u>	
COUNTY RECORDER	
<u>Jack D. Collins</u>	

REGISTERED
INDEXED
SEARCHED
SERIALIZED
MAILED