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BOOK 74 PAGE 612

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REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th 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. This is designated as Collins Private Road, lying Southerly of the town roadway. These parcels are also known as Lots 1 & 2 of Jack & Irma Collins Short Plat, recorded 3/13/78 under Auditor's File No. 15911, recorded in Skamania County.
The terms and conditions of this contract are as follows: The purchase price is THREE THOUSAND AND NO/100ths (\$3,000.00) Dollars, of which

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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 8 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
or at such other place as the seller may direct in writing: MPO 22R Strunk Rd., Washougal, Wn.

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 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 before delinquency all taxes and assessments that may as 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 covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the agents 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 so 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 herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the reimbursement 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 expenses 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 a member of the National Automated Clearing House Association, 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 (c) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchaser, 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 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 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, 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 foreclosure and termination of this contract may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his last known address to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any amount repaid 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 title as hereunder, the judgment to be 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 sums shall be included in any judgment or decree entered in such suit.

IT WITNESS WHEREOF, the parties hereto have executed this instrument as of the date hereinafter shown:

No. 5699
TRANSACTION EXCISE TAX
 APR 18 1978
 Amount Paid 3.00
 Jack D. Collins (SEAL)
 Irma B. Collins (SEAL)
 Louis Paul Klairch (SEAL)

STATE OF WASHINGTON
 County of Clark
 By Robert J. Klairch

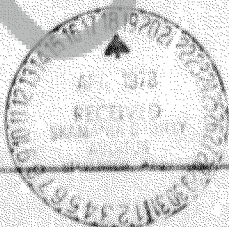
On this day personally appeared before me, Jack D. Collins & Irma B. Collins
 to me known to be the individual as described in and who executed the within and foregoing instrument, and acknowledged that
 they signed the same as their
 free and voluntary act and deed, for the uses and purposes
 therein mentioned.

GIVEN under my hand and official seal this

day of April, 1978

Notary Public in and for the State of Washington,

residing at Vancouver.



**PIONEER NATIONAL
 TITLE INSURANCE**

A TICO COMPANY

Filed for Record at Request of

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

COUNTY OF WASHINGTON
 COUNTY CLERK
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY
Mr. & Mrs. Jack D. Collins
 AT Washougal, WA ON APR 18 1978
 WAS RECORDED IN BOOK 74
 ON APR 18 1978 AT PAGE 617
 RECORDS OF WASHINGTON COUNTY, WASH.
Robert J. Klairch
 COUNTY CLERK
 DEPT. 1

REGISTERED
 INDEXED
 FILED
 COMPARED
 MAILED