

86904

## REAL ESTATE CONTRACT

THIS AGREEMENT, made this 18th day of July, 1978,

between JACK D. COLLINS, JR. & IRVA B. COLLINS,

and JEFFREY L. MANNING & KATHINE DALLING,

, hereinafter called the seller,

, hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of SKAMANIA State of Washington, and more particularly known and described as follows, to-wit: Starting at a point in the center of Strunk Rd. which is 122 ft. south and 228.3 ft. east of the N.W. corner of the S.W. 1/4 of Sec. 9, Township 1, Range 5 W.M., on south 1143.23 ft. distance and 200 ft. i thence north approximately 1143.73 ft. to the center of Strunk Rd. i thence along the center of Strunk Rd. west 230 ft. to the point of beginning.

EXCEPT THE FOLLOWING: (1) County rd. encroachments of record.

(2) Pipeline and utility rights described and recorded at page 326 Book 11 Deeds of Skamania County.

for the sum of Seven thousand and five hundred Dollars on which the buyer has paid the sum of Seven hundred and fifty dollars, the receipt whereof is hereby acknowledged.

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at such place as the seller may direct in writing,

12 1/2 per cent. per annum, at the times and in the manner following: \$65.00 per month including interest on the unpaid balance. First payment is due Aug. 8, 1978 and the remaining XMM payments on the 3rd day of each and every month thereafter until the full amount of the purchase price plus interest has been paid.

The purchaser will pay the seller interest if 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.

And the buyer, in consideration of the premises, hereby agrees to regularly and reasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$1000.00 per year, and to pay the premium thereon to the seller at his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall fail to pay the several sums of money aforesaid punctually and at the several times above specified, and shall totally and literally perform all and singular the agreements stipulated, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises, in fee simple, with the usual covenants of warranty, reserving, however, from the operation and subject matter of said conveyance the before mentioned taxes and assessments, and all liens and encumbrances, created or imposed by the buyer or his assigns.

But in case the buyer shall make a fault in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and within the time limits, and at the time above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and rest in the seller, without any declaration of forfeiture, or act of reversion, or non quo, any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or the proceeds made, in absolutely, full and perfectly as if this agreement had never been made.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a copy to abstract of title to the within described premises, certified by a responsible abstract company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed herein or prominently attached hereto and countersigned by the seller, and no agreement or condition of relation between the buyer and his assigns, or any other person, requiring title or interest from or through him shall preclude the seller from the right to convey the premises to the buyer or his assigns, on the payment of the unpaid portion of the purchase money which may be due to the seller.

XVI. DUE DILIGENCE, AND EXAMINATIONS, PRIOR TO PURCHASE, EXCLUDED FROM THIS DOCUMENT.

IN WITNESS WHEREOF, The seller and buyer have signed and delivered this agreement in duplicate, the day and year first above written:

Witnesses

*Jack D. Collins Jr.*  
*Irva B. Dalling*  
*Jeffrey L. Manning*  
*Katherine Dalling*

Seller

Buyer

STATE OF WASHINGTON, County of Clark

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 27<sup>th</sup> day of July, 1970, personally appeared before me JACK D. COLLINS JR. of TIME H. 301115 to me known to be the individual's described as seller and who executed the within, and acknowledged that the same was his free and voluntary act and deed for the uses and purposes thereon mentioned and signed and sealed the same as THEIR free and voluntary act and deed for the uses and purposes thereon mentioned and affixed my official seal the day and year in this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing at - Camas

**ASSIGNMENT BY BUYER**

The within named buyer for and in consideration of the sum of \$                        , Dollars  
does assign and convey all right and title in and to the within contract and the property described therein unto                           
and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all monies due  
thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said buyer.

SIGNED AND SEALED, this-----  
The seller consents to this assignment.

STATE OF WASHINGTON, County of \_\_\_\_\_ ss.  
I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this \_\_\_\_\_ day  
of \_\_\_\_\_ 19\_\_\_\_\_, personally appeared before me \_\_\_\_\_

to me known to be the individual \_\_\_\_\_ described in and who executed the above assignment, and acknowledged that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above first written.

Notary Public in and for the State of Washington, residing at

**ASSIGNMENT BY SELLER**

The within named seller for and in consideration of the sum of

hereby assigns all his right and title to the within contract to  
this ..... day of ..... , 19 .....

(Deed from seller to assignee must be given with this assignment.)

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DETAILED ESTATE CONTRACT

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## **CERTIFY THAT THE COUNTY OF SISKIYOU IS**

THE GOVERNMENT OF TRINIDAD AND TOBAGO  
Ministry of Finance  
Central Bank of  
Trinidad and Tobago

Wednesday July 22 1874

Received in U.S.C. 12  
Dec 2 1933 At Part 183

DEPARTMENT OF COUNTY AUDITOR

BEASTS AND FOLK

PREFACE

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