

86904

REAL ESTATE CONTRACT

THIS AGREEMENT, made this 18th day of July, 1928
 between JACK D. COLLINS, JR. & IRMA B. COLLINS,
 and JEREMY L. DEXTER & STANLEY 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 172 ft. south and 228.2 ft. east of the N.W. corner of the S.W. 1/4 of Sec. 9, Township 1 N., Range 5 N., E. 1/4, 20 south 114.73 ft. thence north 220 ft. thence north approximately 114.73 ft. to the center of Strunk Rd.; thence along the center of Strunk Rd. west 230 ft. to the point of beginning.
EXCEPT THE FOLLOWING: (1) County rd. easements of record.
(2) Pipeline and spring easement identified and recorded at page 326 Book 1 in 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

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at such place or places as may direct in writing, per cent. per annum, at the time and in the manner following: \$65 per month including interest on the unpaid balance. Each payment is due Aug. 8, 1928 and the remaining XXXX payments on the 31st day of each and every month thereafter until the full amount of the purchase price together with interest has been paid.
The purchaser hereby agrees that 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.

And the buyer, in consideration of the premises, hereby agrees to regularly and seasonably 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 \$ payable to the seller as his interest may appear.

All improvements placed thereon at and shall not be removed before the final payment is paid in whole.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid partially and at the several times above specified, and shall actually and literally perform all and singular, the agreements and stipulations aforesaid, 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, excepting, however, from the operation and subject matter of said conveyance the before mentioned taxes and assessments, and all liens and incumbrances, created or imposed by the buyer or his assigns.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the terms 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 or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and remain in the seller, without any declaration of forfeiture, or act of reversion, or without any other act by the seller to be performed, and without any right of the buyer of redemption or compensation for money paid or time payments made, in absolutely, fully 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 of abstract of title to the within described premises, certified by a responsible title 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 hereon or previously attached hereto and countersigned by the seller, and no agreement or condition of relations between the buyer and his assigns, or any other person, acquiring 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.

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

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Witnesses

Jack D. Collins Jr.
Irma B. Collins
Jeremy L. Dexter
Stanley Dalling

