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REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 15th day of June, 1979,
between AUGUST H. PAASCH and NELTA A. PAASCH, husband and wife,
hereinafter called the "seller," and GARY L. COLLINS and DEBORAH A. COLLINS,
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 Jos. Robbins D. L. C., and in Sections 26 and 27, Township 3 North, Range 8 E. W. M., more particularly described as follows:

Beginning at a point on the east line of the said Robbins D. L. C., north 1,017.12 feet and east 298.07 feet from the southwest corner of Section 26, Township 3 North, Range 8 E. W. M.; thence north 01° 02' west following the east line of said Robbins D. L. C., 1,084.43 feet; thence south 52° 25' west 703.96 feet; thence south 01° 05' east 535 feet; thence south 78° 05' east 579.75 feet to the point of beginning; said tract containing 10.6 acres, more or less.

The terms and conditions of this contract are as follows: The purchase price is THIRTY-ONE THOUSAND EIGHT HUNDRED and NO/100 (\$31,800.00) 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 remaining balance of the purchase price in the sum of Twenty-Six Thousand Eight Hundred and No/100 (\$26,800.00) Dollars in monthly installments of Two Hundred Fifty-Six and 13/100 (\$256.13) Dollars, or more, commencing on the 15th day of July, 1979, and on the 15th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. Said monthly installments shall bear interest at the rate of eight per cent (8%) per annum and shall be applied first to interest and then to principal. Purchasers reserve the right at any time to pay part or all of the unpaid purchase price, plus interest, then due.

Sellers agree to release to purchasers by deed one (1) acre for residential building purposes at a site mutually acceptable to both parties, all costs of said deed release to be assumed and paid by purchasers.

N.B.

K. SAWCHENKO EX-15

Amount Paid \$318.00

Skamania County Treasurer

1/10/79

All payments to be made hereunder shall be made at M.P. Oiler Erickson Ltd., Stevenson, Wash., 98646 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be June 15, 1979.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against or granted hereto against or upon said real estate, and by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, 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 that if any inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor that the purchaser or seller or the assigns of either shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is contained herein or is in writing and attached to and made a part of this contract.

(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 to any covenant respecting the condition of any improvements thereon nor that the purchaser or seller or the assigns of either shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied upon 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 or said real estate after placed thereon, and if 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 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 rebuilding or restoration 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 expense 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 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. 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 in respect of 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 (5) 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 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 amount 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, one, subject to the following:

- (a) Real property taxes for 1979 which shall be pro-rated between the parties as of June 12, 1979; and
- (b) Reservation by sellers, their heirs and assigns, of the right to dedicate the east 30 feet of said premises as a public road.

(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 services, maintenance, 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, 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 hereinafter made, 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 the return and termination of purchaser's rights may be made by United States Mail, postage prepaid, 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 sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to prevent an adjudication of the termination of the purchaser's rights hereunder, the judge, if 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 after date such suit is commenced, 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:

John M. Jackson SEAL

Hector A. Steele

STATE OF WASHINGTON,

County of Skamania

ss.

1979

On this day personally appeared before me AUGUST 25, 1979, JOHN M. JACKSON and HECTOR A. STEELE, his wife, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their true names, and that they were voluntary and intelligently signing the same for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of August, 1979.

John M. Jackson
John M. Jackson
residing on 3rd Avenue, Skamania

WHEN RECORDED, RETURN TO

SAFECO  SAFECO TITLE INSURANCE COMPANY, COUNTY OF SKAMANIA

Filed for Record at Request of

| | |
|------------|---------|
| SEARCHED | INDEXED |
| SERIALIZED | FILED |
| RECORDED | |
| COPIED | MAILED |

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

SEARCHED INDEXED SERIALIZED FILED

RECORDED COPIED MAILED

DATE RECEIVED IN RECORDER'S OFFICE

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or Steele 211-2

1979

REC'D BY

John M. Jackson

REC'D BY

B. Balenock