



92184

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 79 PAGE 562

Recorded
Indexed, Deed
Indexed
Recorded &
Mailed



THIS CONTRACT, made and entered into this

19th day of March, 1981

between JACK D. COLLINS and IRMA B. COLLINS, husband and wife

hereinafter called the "seller," and

LARRY R. RICHARDS

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, to

Beginning at the NW corner of Sec. 9, T. 1 N., R. 5 E. W. 1/4, Thence S 1° 40' 35" W along the west line of said Sec. 9 a distance of 660 ft. to the TRUE POINT OF BEGINNING; thence S 1° 40' 35" W along the west line of said Sec. 9 a distance of 1852.19 ft. to the north line of Mt. Pleasant Rd. Thence northeasterly along the north line of Mt. Pleasant Rd. to a point which is 242 ft. as measured at a right angle, from the west line of said Sec. 9; thence N 1° 40' 35" E a distance of 1745.85 ft., said point being south 660 ft. from the north line of Sec. 9; thence N 88° 17' 35" W parallel to the north line of said Sec. 9 a distance of 242.04 ft. to the TRUE POINT OF BEGINNING.

EXCEPT: B.P.A. powerline easement, recorded page 89 of Book 29 of Deeds; B.P.A. access road easement recorded page 362 of Book 29 of Deeds. Purchaser may use the above mentioned B.P.A. road for access to this property.

The terms and conditions of this contract are as follows: The purchase price is

Thirty five thousand-----\$35,000.

Two thousand-----\$2,000.

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

Three thousand four hundred forty-----\$3,400.

or more at purchaser's option on or before the

20th day

April

Dollars

19 81

and

Three hundred forty-----\$400.

or more at purchaser's option on or before the

20th day

of each succeeding month until the balance of said purchase price has been paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price at the

Dollars

19 81

rate of 10 1/2 percent per annum from the 20th day of March or in interest shall be deducted from each month's payment and the balance of each payment applied in reduction of principal.

A down payment to be made hereunder to the Pacific National Bank of Washington, Washington, D.C. or at such other place as the seller may direct.

Seller reserves for himself for four years, the right to remove rock from a certain area on the south side of the B.P.A. access road mentioned above.

As witnessed by the seller and dated this 19th day of March 19, 1981

1. The purchaser warrants and agrees to pay before the maturity of each installment the interest and principal due on the installment and to pay the same to the seller or to the lender of the money loaned to the purchaser. The purchaser agrees to pay the same before the maturity of the installment.

2. The purchaser agrees to the purchase price of the property and to the balance of said purchase price and to the interest thereon and to pay the same to the seller or to the lender of the money loaned to the purchaser.

3. The purchaser agrees to the purchase price of the property and to the balance of said purchase price and to the interest thereon and to pay the same to the seller or to the lender of the money loaned to the purchaser.

4. The purchaser agrees to the purchase price of the property and to the balance of said purchase price and to the interest thereon and to pay the same to the seller or to the lender of the money loaned to the purchaser.

5. The purchaser agrees to the purchase price of the property and to the balance of said purchase price and to the interest thereon and to pay the same to the seller or to the lender of the money loaned to the purchaser.

a. Printed general conditions appearing on and policy form

b. Terms of conditions appearing on 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 paying said real estate and any other type of other obligation, which seller by this contract agrees to

10. If seller is the owner of the property and is subject to an existing contract or contracts under which seller is paying said real estate and any other type of other obligation, which seller by this contract agrees to pay, seller agrees to make such payment in accordance with the terms thereof, and to pay on default, the purchaser shall have the right to make any payments necessary to receive the property, and any payments to make shall be applied to the payments then falling due under this contract.

(7) The seller agrees, upon receipt of full payment of the purchase price, and subject to the terms and conditions hereinafter set forth,

to warrant and defend the title to the premises against all claims of third parties, except claims of third parties who have acquired title to the premises from the seller, and subject to the following:

SELLER reserves for himself, his heirs and assigns the right to use the R.P.A. across 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 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, 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 herein or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may, and 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-entr 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 purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to 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 sums shall be included in any judgment or decree entered in such suit.

(12) The seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is 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 at the date such suit is commenced, which sums 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.

Jack D. Collins

(SEAL)

Irma B. Collins

(SEAL)

Larry R. Richards

(SEAL)

STATE OF WASHINGTON,

County of Clark

(SEAL)

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

Jack D. Collins and Irma B. Collins and Larry R. Richards

signed the same as

their

free and voluntary act

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of March, 1981

at 8090

No.

TRANSACTION EXCISE TAX

MAR 19 1981

Amount Paid: \$350.00

Shagala County Treasurer

By *W. A. ...* *Ernest Dep*

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME JACK D. COLLINS

ADDRESS M.P.O. 22R, Strunk Rd.

CITY AND STATE Waukegan, Ill. 98671

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON	SS.
COUNTY OF SAGINAW	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<i>Jack D. Collins</i>	
OF	<i>Washington, Ill.</i>
AT	<i>11:45 A.M. Mar 19, 81</i>
WAS	<i>79</i>
OF	<i>Deeds</i>
RECORD	<i>502</i>
<i>W. A. ...</i>	
<i>E. ...</i>	