

92184

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 79 PAGE 562



Resigned
Indeed, Dated
Held
Recorded
Mailed

THIS CONTRACT, made and entered into on

19th day of March, 1981

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

hereinafter called the "Seller," and

LARRY R. RICHARDSON

hereinafter called the "Buyer."

hereinafter called the "Purchase."

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:
 Beginning at the NW corner of Sec. 9, T. 1 R. 5E. N.W., 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 1745.69 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 ----- \$35,000.00 Dolar, which

Two thousand ----- \$2,000.00 Dolar, same

been paid, the insect infestation hereby acknowledged, and the balance of said purchase price to be paid in four installments:

Three hundred forty ----- \$340.00 Dolar,

20th day of April ----- \$81.00 Dolar,

Three hundred forty ----- \$340.00 Dolar,

or more by purchaser's option, or on or before the 20th day of each succeeding January, March, May, July, the balance of said

purchase price shall have been paid. The purchase further agrees to pay taxes on the diminishing balance of said purchase price at the

rate of 10 1/2 per cent per annum from the 20th day of March

and thereafter shall be deducted by the tax collector and the balance of each payment so paid to be deducted by the same.

All payments to be made hereon shall be made to the Pacific National Bank of Washington, Naschugal, Wa.
Or such other place as the parties may direct in writing.

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.

March 19, 1981

As witness to this instrument executed this day of March 19, 1981

The Purchaser agrees and agrees to pay before closing all taxes and assessments that may fall between operator and grantee and between operator and grantee and between operator and the state or county or any other government or any mortgage or contract or other encumbrance, if any, as an essential component of any agreement contained in this instrument, and the Seller the Purchaser agrees to pay the same before closing.

The Purchaser agrees, for the compensation of a sum to be determined by the amount of the interest in the property held by the Seller for the first year after closing and to pay to the Seller the sum of \$100.00.

The Purchaser agrees that the compensation of said real estate, according to the condition of any encumbrance, shall be determined by the amount of the interest in the property held by the Seller for the first year after closing and to pay to the Seller the sum of \$100.00.

The Purchaser also has a liability to pay to the Seller the amount of all claims, representations, warranties and warranties of title and the like, and agrees that no such damage, claim or liability shall exceed the amount of consideration paid by the Purchaser to the Seller on the date of closing, plus the amount of any amounts remaining after the payment of reasonable expenses of closing by the Purchaser, and to pay to the Seller the amount of any amounts remaining after the payment of reasonable expenses of closing by the Purchaser, in case of damage to the property or fixtures or equipment or repairs or less than the amount of reasonable expenses of closing by the Purchaser, the amount of such damage remaining after payment of the reasonable expenses of closing by the Purchaser shall be deducted from the amount of consideration paid by the Purchaser to the Seller on the date of closing.

The Seller has no agreed, or agreed to do, for within 15 days of the date of closing, a purchaser's policy of life insurance on his life and of the sum of \$10,000.00, or any part thereof, for such life and agrees that no such damage, claim or liability shall exceed the amount of consideration paid by the Purchaser to the Seller on the date of closing, plus the amount of any amounts remaining after the payment of reasonable expenses of closing by the Purchaser, and to pay to the Seller the amount of any amounts remaining after the payment of reasonable expenses of closing by the Purchaser, in case of damage to the property or fixtures or equipment or repairs or less than the amount of reasonable expenses of closing by the Purchaser, the amount of such damage remaining after payment of the reasonable expenses of closing by the Purchaser shall be deducted from the amount of consideration paid by the Purchaser to the Seller on the date of closing.

Purchased goods and fixtures, including policy term
b. Laws or encumbrances which by the terms of this instrument the Purchaser is to assume, or is to retain the conveyance of which he is to be made subject and

c. Any existing joint or contract under which Seller, spouse, living husband, wife, and any relative or other obligation, which seller by the instrument agrees to, one of which, for the purpose of this paragraph it shall be deemed vehicles or seller's life.

All taxes due to said Seller, which applies to an existing contract or contract under which seller is purchasing said real estate, or any mortgage or other obligation which Seller is to pay, are agreed to make such payment as is associated with the terms thereof, and to pay directly to the person who has the right to make any payment as may be directed by the debt, and any payment to make shall be applied to the contracts right failing the seller under that contract.

Instrument in escrow, subject to a timely and sufficient objection by
Buyer.

12161

(7) The seller agrees, upon receipt of full payment of the purchase price and interest for the amount of one month, to warrant this subject to purchaser a mandatory warranty, for the period of one year from the date of delivery, excepting any part thereof heretofore taken for public use, fire or circumstances excepting any that may arise after date of delivery through my slaves or other than 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, wherein 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 hereinafter 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 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 agreed 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 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

On this day personally appeared before me

to me known to be the individual(s) 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

for the uses and purposes therein mentioned.

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

8030

No.

TRANSACTION EXCISE TAX

MAR 19 1981

Amount Paid \$350.00

Skagit County Treasurer

By John D. Collins Examiner Dej



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME JACK D. COLLINS

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

CITY AND STATE Washington, Wa. 98671

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON ss.

COUNTY OF SKAGIT

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

JACK D. COLLINS

ON March 19, 1981

AT 11:45 A.M.

IN THE OFFICE OF THE RECORDER

OF THE CITY OF VANCUVER

RECORDS OF SKAGIT COUNTY, WASH.

RECORDED BY D. Messinger

DEPUTY RECORDER

E. Mayfield