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BOOK # PAGE 560



REAL ESTATE CONTRACT
(FORM S-1954)

THIS CONTRACT, made and entered into this 25th day of March, 1981
between JACK D. COLLINS and IRISIA E. COLLINS, (husband and wife)
hereinafter called the "seller," and MITCHEL A. LACKEY
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:
Beginning at the N.W. corner of Sec. 9, T.1N, R.5W. W.M. Thence S 1 40' 35"W along
the west line of Sec. 9 a distance of 1056.68 ft. Thence S 88 19' 25"E a distance
of 992.36 ft. to the TRUE POINT OF BEGINNING; Thence S 1 40' 35"W parallel to the
west line of Sec. 9 a distance of 1000.87 ft. to the north line of Mt. Pleasant Rd.
Thence northeasterly along the north line of Mt. Pleasant Rd. to the west line of
a parcel of land conveyed to C.H. Stephens as recorded in Book 7, page 451 records
of Skam. Co., Wa. Thence N 1 40' 41"E along the west line of said C.H. Stephens
tract a distance of 702.50 ft. to the point which bears S 88 19' 25"E from the
TRUE POINT OF BEGINNING. Thence N 88 19' 25"W a distance of 208 ft. to the TRUE
POINT OF BEGINNING. Also described as Lot 1 of Jack Collins Short Plat No. 1,
containing 4.1 acres more or less.

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

TWENTY ONE THOUSAND and FIVE HUNDRED ----- \$20,500.

Two thousand dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED ----- \$200. One hundred dollars,

or more at purchaser's option, on or before the first day of May, 1981.

and TWO HUNDRED ----- \$200. One hundred dollars,

or more at purchaser's option, on or before the first day of each succeeding calendar month until the balance of said purchase price at the

rate of 10³ per cent per annum from the 1st day of April, 1981, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

Pacific National Bank of Washington at Washougal.

Purchaser may use the B.P.A. access rd. for access to the above described property.

As referred to in this contract, "date of closing" shall be March 25, 1981

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments, but may pay between dates of grantee and grantor thereafter become liable on said real estate; and if by the terms of this contract the purchaser has obtained payment of tax, know ledge, contract or other encumbrance, or has made no payment of or agreed to purchase subject to, any taxes or assessments, or any lien or legal real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building now and hereinafter on the real estate and real estate insured to the actual cost value thereof against loss or damage by fire, windstorms in a camp, as received in to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to render all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate was made and that neither he nor his agents shall be held to any covenant respecting the condition of any improvements theron until the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on contains herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage or destruction of any improvements now on or, that may be between grantee and grantor and/or the taking of said real estate or any part thereof for public use, and agrees that to such date, destruction or taking shall be without failure of consideration; to cause 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 until the seller elects to allow the purchaser to apply it to a portion of such condemnation, or to the reducing 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 the improvement within a reasonable time, unless purchaser fails to that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has covenanted, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of life insurance in standard form, or a commitment therefor, issued by SAFECO Life Insurance Company, insuring the purchaser to the full amount of said purchase, for against loss or damage by reason of defect in seller's title to said real estate or of the said property being sold contrary to the exceptions other than the following.

- a. Purchaser's general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or to which the nonassumption hereunder is to be made subject; and
- c. Any existing contracts under which seller is purchasing said real estate, and if the language of such obligation, which will be by this contract applied to & v, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title,

(6) If seller's title to said real estate is subject to any existing contract by contracts under which seller is purchasing said real estate, or any covenant or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and the purchaser to the payments next falling due the seller under this contract.

Handed in compliance with County subdivision ordinances.
SACRAMENTO COUNTY ASSOCIATION - BY [Signature]

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(7) The seller agrees, upon receipt of full payment of the purchase price and recording of the instrument described, to execute and deliver to purchaser a non-exclusive easement, for the use of the access road across the south west corner, for the purpose of allowing the purchaser to use the said real estate, except as provided above, during the period of time of record, with any conveyance or part thereof taken by the purchaser, for the use of the access road across the south east corner, not more than 30 ft. north or 30 ft. east of said corner.

EXCEPT: B.P.A. lowerline easement, recorded page 39 of Book 29 of Deeds, B.P.A. access road easement recorded page 52 of Book 29 of Deeds, SELLER reserves for himself, his heirs and assigns the right to use the B.P.A. access road.

An easement for a rd. granted to H.J.Kern and J.R.Dillabaugh, across the south west corner, not more than 30 ft. north or 30 ft. east of said corner. A non-exclusive easement to C.H.Stephens to use the access road across the south east corner.

(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 building 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 taxes, 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 thereon from date of payment until paid, 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 fails 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 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 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.

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)

Irene B. Collins

(SEAL)

Mitchel A. Lackey

(SEAL)

STATE OF WASHINGTON,

County of Clark

(SEAL)

On the day personally appeared before me Jack D. Collins and Irene B. Collins and Mitchel A. Lackey to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as

their free and voluntary act, so declared

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of

March, 1981

\$106

Sharon R. Siegel
Notary Public in and for the State of Washington
Sitting at Vancouver, Wa.

No.

TRANSACTION EXCISE TAX

MAR 26 1981

Amount Paid \$205.00

Skamania County Treasurer

By *Jack D. Collins* *Signature*

92220



SAFE CO

Filled for Record at Request of

Registered
Index, fl. Dir. A
Indirect
Recorded
Mailed

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON) SS.

COUNTY OF CLARK)

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Jack D. Collins *Signature*
OF *Sharon R. Siegel* *Signature*

AT 12:15 M J-26-1981

WAS RECORDED IN BOOK

OF *Sharon R. Siegel* AT PAGE 5

REC'D - 16 SIGNATURES - DEPUTY WASH.

Jack D. Collins *Signature*

BUNY AUDITOR

Sharon R. Siegel *Signature*

DEPUTY

NAME Jack D. Collins

ADDRESS 111 P.O. Box 22R, Strunk Rd.

CITY AND STATE Washougal, Wa. 98671