



92221

REAL ESTATE CONTRACT
(FORM #1-1984)

BOOK 79 PAGE 532

THIS CONTRACT, made and entered into this 24th day of March, 1981
between JACK D. COLLINS and ROSA 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, in
Skamania County, State of Washington:
Lot No. 2 in Jack Collins Short Plat No. 2 in Sec. 9, W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ T.1N., R.5 E.W.M. Recorded in Book of Short Plats Vol. 2, Page 106, Skamania Co. Wa.
Together with an easement for an access rd., 20 ft. in width along the east line of Lot 1 of above mentioned Short Plat.



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

TWENTY FIVE THOUSAND ----- \$25,000.
TW. THOUSAND ----- \$2,000.

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

TWO HUNDRED and TWENTY FIVE ----- \$225. Dollars,
or more at purchaser's option, on or before the first day of May, 19 81;
and TWO HUNDRED and TWENTY FIVE ----- \$225. 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 shall have been fully paid. The purchaser further agrees to pay interest on the declining balance of said purchase price at the rate of 10 $\frac{1}{2}$ per cent per annum from the 1st day of April, 19 81 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. M.P.O. 22R, Strunk Rd., Washougal, Wa. 98671

No mobile homes are permitted except the double-wide kind (24 ft. or more in width); and must be placed on a concrete foundation.

March 25, 1981

As provided in said contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay, before delinquency all taxes and assessments that may be between grantor and grantee hereafter to be a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said 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 buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, if the interest may expire, and to pay all premiums thereon and to file all air policies and renewals thereof to the seller.

(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 shall 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 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 on said real estate or hereafter placed thereon and of 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 expenses of procuring the same shall be applied 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 as to which the conveyance hereintitle is to be made subject, and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgages or other obligations, 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.

(6) If seller's title to said real estate is subject to an existing mortgage or mortgages under which seller is purchasing said real estate, or any mortgage 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 satisfy the default, and any payments so made shall be applied to the payments then falling due the seller under this contract.

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MAR 25 1981
FBI - SEASIDE

The seller, covenants, conditions and warranties that 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 same for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electric, gas, telephone or other utility services furnished to said real estate after the date purchaser is entitled to possession.

Easements and restrictions of record

(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 same for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electric, gas, telephone 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, all without prejudice to any other right the seller might have by reason of such default.

(10) If any of the covenants of this contract, and if 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 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-entor 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 foreclosure or termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his last address 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 incurred 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 incurred 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 of the date first written above.

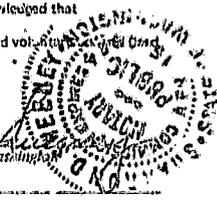
Jack D. Collins (SEAL)
Irma B. Collins (SEAL)
Larry R. Richards (SEAL)

STATE OF WASHINGTON, }
County of Clark } (SEAL)

On this day personally appeared before me **Jack D. Collins and Irma B. Collins and Larry R. Richards** 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 free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of March, 1987

Sharon A. [Signature]
Notary Public in and for the State of Washington
residing at Vancouver



No. 810A
TRANSACTION EXCISE TAX

MAR 26 1987
Amount Paid \$ 250.00

92221

Skamania County Treasurer
By *[Signature]*
SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

Registered
Indexed
Filed
Recorded
Mailed

NAME Jack D. Collins
ADDRESS W.D. 22R, Strunk Rd.
CITY AND STATE Vancouver, Wa. 98644

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF CLARK
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Jack D. Collins ON 03/25/87 AT 12:15 PM IS FILED IN BOOK 22 AT PAGE 1534 RECORDS OF SKAMANIA COUNTY, WA. *[Signature]* COUNTY RECORDER