BOOK 78 PAGE 451

90994

REAL ESTATE CONTRACT

THIS AGREEMENT, made this 14th day of July, 1980 between Jack D. Collins and Irma B. Collins, husband and wife, hereinafter called the seller, and Charles H. Stephens and Kathleen A. Stephens, husband and wife, hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of Skamania, State of Washington, and more particularly known and described as follows, to-wit: That part of the South ½ of the N.E. ¼ of the N.W.¼ of Sec.9 Township 1 N., Range 5 E.W.M. and that part of the S.E.¼ of the N.W.¼ of Sec. 9 lying north of Mt. Pleasant rd., also the east 120 ft. of the south ½ of the N.W. ¼ of the N.W.¼ of Sec. 9 and that part of the east 120 ft. of the S.W.¼ of the N.W.¼ of Sec. 9, T.1N.R.5E.W.M. lying north of Mt. Pleasant rd.

EXCEPT:

(1) A B.P.A. transmission line easement 100 ft. in width and recorded page 89 of Book 29 of deeds.

(2) A B.P.A. access rd. easement 14 ft. wide recorded on page 362 of Book 29 of Deeds.

THE SELLER reserves for himself, his heirs and assigns the right to use the above mentioned B.P.A. access rd.

for the sum of forty five thousand ($45,000) Dollars on which the buyer has paid the sum of two thousand ($2,000.) dollars, the receipt whereof is hereby acknowledged.

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at M.P. 0.22R. Strunk Rd. Washougal, Wash. 98671 the remaining principal, with interest at the rate of 10½% per cent. per annum, at the times and in the manner following: The balance of ($43,000.) is to be paid as follows: ($430.) per month which shall include interest at the rate of 10½% percent on the unpaid balance. Payments are to start Sept. 1, 1980 and shall be made on or before the 1st day of each month thereafter until the balance is paid in full. Buyer may make larger payments or pay off unpaid balance of contract at any time without penalty.

RECEIVED JUL 1980 SKAMANIA COUNTY AUDITOR STEVENSON, WASH

And the buyer, in consideration of the premises, hereby agrees to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises and keep buildings insured against loss by fire in a reliable insurance company in the sum of $ XXXXXXXXXXXXXXX payable to the seller as his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular, the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting, however, from the operation and subject matter of said covenants the before mentioned taxes and assessments, and all liens and incumbrances, created or imposed by the buyer or his assigns.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the time above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and revest in the seller, without any declaration of forfeiture, or act of re-entry, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible abstract company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon or permanently attached hereto and countersigned by the seller, and no agreement or condition or relations between the buyer and his assignee, or any other person, acquiring title or interest from or through him shall preclude the seller from the right to convey the premises to the buyer or his assigns, on the payment of the unpaid portion of the purchase money which may be due to the seller.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

DATE OF POSSESSION: Aug. 1, 1980.

It is acknowledged that the property described herein is subject to a mortgage to The Federal Land Bank, Vancouver, Wash. Seller agrees to make all payments required to the end that the property herein shall be conveyed upon final performance of this contract, free and clear.

IN WITNESS WHEREOF, The seller and buyer have signed and delivered this agreement in duplicate, the day and year first above written.

Witnesses

Jack D. Collins

Irma B. Collins

Seller.

Charles H. Stephens

Kathleen A. Stephens

Buyer.

Transaction in compliance with county sub-division ordinances
Skamania County Assessor - By: DC

REAL ESTATE CONTRACT
Washington Legal Blank Co., Bellevue, Wa. Form No. 31P

STATE OF WASHINGTON, County of Clark ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 15th day of July, 1980, personally appeared before me Jack D. Collins and Irma B. Collins, husband and wife to me known to be the individuals described as seller and who executed the within, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(If seller is a corporation, attach corporation acknowledgment.)

Sharon D. Sweeney

Notary Public in and for the State of Washington, residing at Vancouver, Wa

ASSIGNMENT BY BUYER

The within named buyer for and in consideration of the sum of .... Dollars does assign and convey all right and title in and to the within contract and the property described therein unto .... and successors in interest. And does hereby authorize the seller, or successors in interest, to receive all money due thereon and upon full compliance with the terms thereof to issue a deed to the said assignee, instead of the said buyer.

SIGNED AND SEALED, this ...... day of ...., 19....

The seller consents to this assignment.

STATE OF WASHINGTON, County of .... ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this ...... day of ...., 19...., personally appeared before me .... to me known to be the individual...... described in and who executed the above assignment, and acknowledged that ...... signed and sealed the same as ...... free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above first written.

Notary Public in and for the State of Washington, residing at ....

ASSIGNMENT BY SELLER

The within named seller for and in consideration of the sum of .... Dollars hereby assigns all his right and title to the within contract to .... this ...... day of ...., 19....

No. 75339
TRANSACTION EXCISE TAX
JUL 21 1980
Amount Paid $450.00
Skamania County Treasurer
By ....

(Deed from seller to assignee must be given with this assignment.)

Received By | Principal Balance | Paid on Principal | Paid on Interest | 19

No. 90194

REAL ESTATE CONTRACT

FROM

TO

STATE OF WASHINGTON
COUNTY OF SKAMANIA ss.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY

AT 3:55 P.M. 7-21 1980

WAS RECORDED IN BOOK 78

OF Deed AT PAGE 551

RECORDS OF SKAMANIA COUNTY, WASH

COUNTY AUDITOR

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED