

118660

## REAL ESTATE CONTRACT

BOOK 141 PAGE 264

THIS AGREEMENT, Made and entered into this 2 day of February, 1994,  
by and between JACK D. COLLINS and IRMA B. COLLINS LIVING TRUST  
hereinafter called the Seller, residing in the City of WASHOUGAL, State of WA.  
and RICHARD M. PFEIFFER  
hereinafter called the Purchaser, residing in the City of WASHOUGAL, State of WA.

WITNESSETH, That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, with the appurtenances thereon, to wit:

For description see EXHIBIT "A" attached hereto and by reference made a part hereof.

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY Jack & Irma Collins

FEB 3 9 19 AM '94

P. Garry  
AUDITOR  
GARY M. OLSON

situated in SKAMANIA County, State of WA., on the following terms: the  
total purchase price is EIGHTEEN THOUSAND Dollars (\$18,000.00)  
of which the sum of TWO THOUSAND Dollars (\$2,000.00)  
has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the  
balance of SIXTEEN THOUSAND Dollars (\$16,000.00)  
to be paid in the amounts and at the times stated as follows:

\$145.00 to be paid on the first day of each month. Payments to  
start March 1, 1994 and continue each month until paid in full.

with interest on all deferred payments, to be computed from the date of this agreement at the rate of  
8 1/2 per cent per annum and to be paid on each principal paying date. Purchaser may make  
larger payments at anytime, or pay the contract in full, and interest shall immediately cease on all  
payments so made.

It is agreed that the Purchaser shall have possession of said premises from the 5 day of FEBRUARY,  
1994, provided that all the terms and conditions of this agreement are fully complied with.

Purchaser agrees to pay all taxes and assessments legally levied against said property subsequent to this date, before  
the same shall become delinquent.

Purchaser agrees to keep and maintain insurance on the improvements on said premises in the sum of not less than  
NA Dollars (\$ )

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements on said premises; and  
agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste;  
Purchaser agrees not to use the premises for any illegal purpose.

In the event that the Purchaser shall fail to make any payment herein provided, the Seller may pay such taxes or assess-  
ments, or effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and  
shall become payable forthwith, with interest at the rate of 16 per cent per annum until paid, without prejudice to  
any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall  
be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improve-  
ments or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller agrees to procure within ten days of the date hereof, a Purchaser's policy of title insurance, insuring the  
Purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to  
the real estate herein described or of reason of prior liens not assumed by the purchaser in this agreement.

The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute  
and deliver to Purchaser a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free  
and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other  
than the Seller.

016494

REAL ESTATE EXCISE TAX

Real Estate Contract

Washington Legal Blank Co., Bellevue, WA, Form No. 149-172

MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER

PAID 23940du  
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor  
By du Parcel # 016494

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written notice to the Purchaser, and at the expiration of thirty days thereafter this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by the Purchaser. In such event and upon Seller doing so, all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address: RICHARD M. PFEIFFER, P.O. BOX 795, WASHOUGAL, WA. 98671

or at such other address as the Purchaser shall indicate to the Seller in writing.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made at JACK D. COLLINS, P.O. BOX 348,  
WASHOUGAL, WA. 98671

It is further agreed that:

If a manufactured or mobile home is placed on the property, it must be NEW and a minimum of 24 ft. wide and double wide and must be placed on a concrete foundation.

BOOK 141 PAGE 265

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above

Purchaser Richard M. Pfeiffer

Seller Jack D. Collins--Trustee

Irma B. Collins--Trustee

STATE OF WASHINGTON.

County of

Clark

ss.

I, the undersigned, a Notary Public in and for the State, do hereby certify that on this 2nd day of

February

1994

personally appeared before me Richard M. Pfeiffer, Jack D. Collins--Trustee, Irma B. Collins--Trustee

to me known to be the individual described as seller and who executed the within instrument, and acknowledged that they signed 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 above written.

(If a corporation, attach a copy of its certificate of incorporation.)

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

Washougal, WA

#### ASSIGNMENT BY PURCHASER

The within named purchaser for and in consideration of the sum of

Dollars (\$ )

do hereby 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 purchaser. Said assignee hereby assumes and agrees to fulfill the terms and conditions of said real estate contract.

Dated this day of 19

Assignee(s)

Assignor(s)

#### 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

and said assignee(s) hereby assume(s) and agree(s) to be bound by the terms and conditions of said real estate contract.

Dated this day of 19

Assignee(s)

Assignor(s)

(Deed from seller to assignee must be given with 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 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 in this certificate first above written.

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

EXHIBIT A

BOOK 141 PAGE 266

Located within the Northeast quarter of the Northwest quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian and more particularly described as follows:

BEGINNING at a point which lies S. 1,316.17 ft. from the  $\frac{1}{4}$  corner common to said Sec. 8 and Sec. 5, T.1 N., R. 5 E. of the Willamette Meridian; thence N. 89° 12' W. 74.11 ft. to the easterly right of way line of Belle Center Rd.; thence along said easterly right of way line N. 25° 36' W. 35.69 ft.; thence N. 64° 24' E. 5 ft.; thence N. 25° 36' W. 37.15 ft. to the beginning of a tangent 751.20 ft. radius curve to the left; thence along said curve 65.92 ft. thru an angle of 5° 01' 41"; thence radial to said curve S. 59° 22' 18" W. 5 ft.; thence from a tangent which bears N. 30° 37' 42" W. along the arc of a 746.20 ft. radius curve to the left 276.82 ft. thru an angle of 21° 15' 18"; thence tangent to said curve N. 51° 53' W. 22.07 ft.; thence N. 38° 07' E. 10 ft.; thence N. 51° 53' W. 12 ft.; thence leaving last named easterly right of way line N. 64° 44' 56" E. 374.39 ft. to the  $\frac{1}{4}$  Sec. line between the N.E.  $\frac{1}{4}$  of the N.W.  $\frac{1}{4}$ , and the N.W.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of Sec. 8, T. 1 N., R. 5 E. of the Willamette Meridian; thence along said line S. 520. ft. to the point of beginning.

EXCEPT: B.P.A. powerline easement, recorded page 63 of Book 29 of Deeds, under Auditor's File No. 31566, records of Skamania Co., Wa.

B.P.A. access easement recorded page 235 of Book 29 of Deeds, under Auditor's File No. 31972, records of Skamania Co., Wa.

EXCEPT: 60 ft. easement over the Northerly part of the above described real estate for Canyon Ridge Road; a private road, for the use of the seller, his heirs, and assigns, for road purposes.

*J.M. BC*  
*W.B.F.*

