

REAL ESTATE CONTRACT

THIS CONTRACT shall be made and entered into on

day of December, 1979.

BETWEEN STEPHEN L. MCKEE AND CHRISTINE M. MCKEE, HUSBAND AND WIFE,

hereinafter called the "Seller," and DAVID L. TIETZEL AND JUDY K. TIETZEL, HUSBAND AND WIFE,

hereinafter called the "Purchaser."

WHEREAS IT IS THE intent of the parties to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, both the approximate, i.e., SKAMANIA County, State of Washington:

Beginning at a point on the East boundary line of the Southwest Quarter of Section 26, Township 1 North, Range 8 East, Willamette Meridian, which said point is South 0°11' East 1390 feet from the Northwest corner of said Southwest Quarter of said Section 26; thence South 50°49' East 63.2 feet; thence South 38°28' West 123.3 feet; thence South 22°41' East 177 feet; thence South 56°47' West 225.3 feet; thence North 3°52' West 190.1 feet; thence South 61°40' West 90.6 feet; thence South 71°40' West 212.2 feet; thence South 01°23' East 232.5 feet; thence South 36°32' West 137.1 feet to a point on the North boundary line of that tract of land owned by Edward T. Erickson December 14, 1967 containing 15.23 acres; thence west on said north boundary line of the Erickson tract to a point which is East 477.7 feet from the northwest corner of said Erickson tract; thence North 12°41' East 111.8 feet; thence South 82°50' West 183 feet; thence North 55°29' West 84.2 feet; thence South 56°13' West 85.1 feet; thence South 87°39' West 214.2 feet; thence South 62°44' West 219.6 feet; thence South 38°28' West 93.7 feet; thence North 08°01' East 795.0 feet; thence North 39°39' East 1288 feet to a point on the East boundary line of said Southwest Quarter of Section 26, which point is South 00°11' East 1320 feet from the Northeast corner of Said Southwest Quarter of Section 26; thence South 10°11' East 10 feet to the point of beginning; Except county roads. AND EXCEPT that portion lying easterly of County Road known and designated as Wind Mountain Road.

SUBJECT TO THE TERMS AND PROVISIONS, AND CONDITIONS AND COVENANTS AS CONTAINED IN Timber Deed to Crown Zellerbach recorded September 5, 1979 under Auditors File No. 19367 in Book 77 on page 177, Skamania County Land Records, and Subject to easements of record if any.

The total purchase price is TWENTY TWO THOUSAND DOLLARS AND NO/100 DOLLARS OF WHICH TEN THOUSAND AND NO/100 DOLLARS has been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: TEN THOUSAND AND NO/100 DOLLARS on or before the 31st day of January 1980 and TWO THOUSAND AND NO/100 DOLLARS on or before the 1st day of June 1980.

Purchaser agrees to pay interest at the rate of 11% per annum on the unpaid balance until all payments so to be made hereunder shall be made at 404 Vancouver Avenue, Stevenson, Wa.

SELLER agrees to deliver a warranty deed to purchaser for total property when purchaser shall have paid a total of Twenty Thousand and No/100 Dollars and seller further agrees to carry a note on the balance of Two Thousand and No/100 Dollars until the 1st day of June 1980.

As referred to in this contract, date of closing shall be DECEMBER 13, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereunder before a lien on sale of real estate, and by the terms of this contract the purchaser has assumed payment of any mortgage, contractor or other indebtedness or future payment of accrued rent to purchaser subject to, any taxes or assessments now or 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 by fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made, and that whether 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 attested 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 expense of procuring the same shall be devoted 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 title 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 thereto, issued by First American 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 exemptions 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 hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation which seller by the contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in title.

is subject to an existing contract or contract under which seller is participating and, this contract is to be paid by the buyer, who agrees to make such payments in accordance with the terms thereof, and right to make any payment necessary to remove his default, and pay expenses so made will be the responsibility of the seller under this credit.

(7) The seller agrees, upon receiving delivery to Plaintiff's place of business, or for publication, free of expense, to do the following:

Characteristics and restrictions of record

(4) Under a different title it is proved to the Lender, the surety and to certain other persons, that he is not in default hereunder in his building, estate or good repair and nothing will permit such purpose. The purchaser covenants to pay all current installation of services furnished by said real estate after the date hereinafter is established.

(3) In case the bill of exchange is dishonored by the holder or fails to obtain payment, or fails to obtain payment in full, the seller, together with interest at the rate of 10% per annum thereon of the amount unpaid, shall be entitled to receive payment from the seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) That as of the date of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein or to make any payment required hereunder promptly at the time and in the manner herein required, the seller shall have the right 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 recover title 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.

Services upon demand; bills or other papers with respect to forfeiture and termination of purchaser's rights may be
served by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(22) 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 sum shall be liquidated in any judgment or decree entered in such suit.

If the seller shall bring suit to prevent an adjudication of the title, or 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.

STEPHEN L. MCKEE (SEAL)
Christine N. MCKEE (SEAL)
DAVID J. FETTER (SEAL)
JUDY K. FETTER (SEAL)

STATE OF WASHINGTON

County of SKAMANIA

On this day personally appeared before me STEPHEN L MCKEE AND CHRISTINE M. MCKEE, husband and wife, to me known to be the individuals 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 herein mentioned.

GIVEN under my hand and official seal this

day off

No.
TRANSACTION EXPENSE

DEC 2 1979
Amount Paid. \$220.00

VANCOUVER.



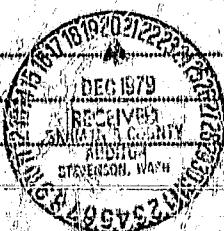
**Skamania County Trust
First American Title
INSURANCE COMPANY**

Filed for Record at Request of

W. W. BROWN

Astronomer

618



REGISTRATION
SEARCHED
INDEXED
RECORDED
SERIALIZED

THIS SPACE RESERVED FOR RECORDER'S USE
 STATE OF WASHINGTON; OR
 COUNTY OF SISKIYOU;

I HEREBY CERTIFY THAT THE FOLLOWING
 INSTRUMENT OF WRITING, EXCEPT
Legal Title Co
 OF Siskiyou Co. wa.
W. H. Clark. Dec 20, 79
 WAS RECORDED IN BOOK 77
 ON Dec 20, 79 AT PAGE 102
 RECORDS OF SISKIYOU COUNTY, WASH.
C. G. P. [Signature]
 COUNTY CLERK