



REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 30th day of September, 1980, by and between ROBERT K. LEICK and CLAUDIA J. LEICK, husband and wife, hereinafter called the "Sellers", and JAN C. KIELPINSKI and PENELOPE KIELPINSKI, husband and wife, hereinafter called the "Purchasers", WITNESSETH:

That the Sellers agree to sell and the Purchasers agree to purchase the following described real estate, with the appurtenances thereon, situate in the County of Skamania, State of Washington, and not previously conveyed, to-wit:

Beginning at a point on the westerly line of Russell Street in the Town of Stevenson which is N 34° 30' W 31.2 ft. from the northeast corner of Lot 1, Block 8 of the Town of Stevenson according to the official plat thereof on file and of record in the office of the auditor of Skamania County, Washington; thence S 34° 30' E a distance of 33 ft.; thence S 55° 30' W 4 1/2 ft. to the southeasterly corner of the brick and tile building known as the "Skamania County Abstract & Title Company Building"; thence on the same course along the southerly wall of said building a distance of 25 ft. to the angle corner of the brick annex of said building; thence N 34° 30' W along the westerly wall of the brick annex a distance of 3.5 ft.; thence S 55° 30' W a distance of 77.0 ft.; thence N 34° 30' W 29.5 ft.; thence N 55° 30' E a distance of 106.5 ft. to the point of beginning.

SUBJECT to existing mortgages and encumbrances of record.

ALSO, an easement for road purposes 10 ft. in width and 100 ft. in depth along the northerly line of the said tract as more particularly described in deed dated May 16, 1932, and recorded at page 86 of Book Y of Deeds, records of Skamania County, Washington.

TERMS: The total purchase price is EIGHTY-THOUSAND and no/100 DOLLARS (\$80,000.00), of which the sum of \$ 7,546.50 has been paid by Purchasers, the receipt whereof is hereby acknowledged by Sellers, and the balance of \$ 72,453.50 is to be paid as follows:

- A. The Purchasers agree to assume an existing first mortgage on subject property to Columbia Gorge Bank, securing payment of \$50,000.00 and interest, recorded January 13, 1978, in Vol. 55, Page 57 of Mortgages, under Auditor's File No. 85604, records of Skamania County, on which there is a present balance due of \$ 47,453.50;
- B. Purchasers agree to assume an existing second mortgage on subject property to Columbia Gorge Bank, se-

curing payment of \$15,000.00 and interest, recorded September 11, 1980, in Vol. 57, page 345 of Mortgages, under Auditor's File NO. 91233, records of Skamania County, on which there is a present balance of \$ 15,000.00 and

- C. Interest only, at the rate of 9 1/2% per annum, shall be paid on the remaining unpaid principal balance, the first of said payments beginning on the 10th day of December, 1980, and continuing on the 10th day of each year thereafter; PROVIDED THAT the entire unpaid principal and interest shall become due and payable on or before five (5) years from the date of this agreement.

Permission is especially granted to purchasers to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made.

1. It is agreed that the Purchasers shall have possession from the 12 day of Sept., 1980, provided that all the terms and conditions of this agreement are fully complied with.

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

3. Purchasers agree to keep and maintain insurance on the improvements on said premises in the sum of not less than \$ 80,000.00. Purchasers also agree to assume all hazards of damage to or destruction of any improvements on said premises; and agree to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agree not to use the premises for any illegal purpose.

4. In the event Purchasers shall fail to make any payments herein provided for, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Sellers shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 12% per annum until paid, without prejudice to any other rights of Sellers by reason of such failure.

5. Purchasers agree that a full inspection of the premises has been made and that neither the Sellers nor their assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made

a part hereof.

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

7. The Sellers agree, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchasers 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 Sellers.

8. TIME IS OF THE ESSENCE of this agreement. If the Purchasers shall fail to comply with or perform any covenant or agreement hereof promptly and at the time and in the manner herein required, the Sellers may elect to declare a forfeiture by written notice to the Purchasers, and at the expiration of thirty (30) 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 Purchasers. In such event and upon Sellers doing so, all payments made by the Purchasers hereunder and all improvements placed upon the premises shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address:

or at such other address as the Purchasers shall indicate to the Sellers in writing.

9. 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.

10. The payments called for herein on the existing mortgages are to be made to Columbia Gorgc Bank, Stevenson, Washington. All other payments are to be made to Sellers at P.O. Box 247, Stevenson, WA 98648.

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

7787

No. _____
TRANSACTION EXCISE TAX

OCT 24 1980

Amount Paid \$800.00
Robert K. Leick
Skamania County Treasurer

By _____

Robert K. Leick
ROBERT K. LEICK

Claudia J. Leick
CLAUDIA J. LEICK

Jan C. Kielpinski
JAN C. KIELPINSKI

Penelope Kielpinski
PENELOPE KIELPINSKI

STATE OF WASHINGTON)
County of Skamania) ss.

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 30th day of Sept, 1980, personally appeared before me ROBERT K. LEICK and CLAUDIA J. LEICK, husband and wife, and JAN C. KIELPINSKI and PENELOPE KIELPINSKI, husband and wife, to me known to be the individuals described as sellers and purchasers and who executed the within instrument, and acknowledged to me 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 first above written.

Shirley A. Pettit
Notary Public in and for the State of Washington, residing at Stevenson

STATE OF WASHINGTON) ss
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY _____

Robert K. Leick
OF Stevenson, WA

AT 3:40 P.M. OCT 24 1980

WAS RECORDED IN BOOK 78

OF Deeds AT PAGE 559

RECORDS OF SKAMANIA COUNTY, WASH

S. Pettit

COUNTY AUDITOR

BY E. Masford

ENTERED	<input checked="" type="checkbox"/>
INDEXED: DIR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>