

105162

BOOK 109 PAGE 496

REAL ESTATE CONTRACT

This contract by and between Jerry L. Kiessling, hereinafter referred to as "Buyer", and Thomas J. Tucker, hereinafter referred to as "Seller", for the following described real estate, which the buyer agrees to buy and the seller agrees to sell, for and in consideration of the sum of Twenty Six Thousand U. S. Dollars (\$26,000.00), which the parties agree is true, valuable, and actual consideration for the following described real property located in Skamania County, Washington, which is approximately 10 acres:

Beginning with the Southwest corner of Section 27, Township 2 North, Range 6 East; being North 88 degrees 55'59" West as the Southernmost boundary and proceeding East 633.33 feet and then proceeding North 1 degree 05'09" East, being the Easternmost boundary and proceeding 557.66 feet, thence North 6 degrees 31'56" East for 201.22 feet to the Northernmost boundary being North 88 degrees 55'59" West, thence West 652.93 feet to the Westernmost boundary, being N1 degree 05'09" East, thence South 757.96 feet to the true point of beginning, being more or less 10 acres.

This sum shall be paid as follows: Three Thousand Dollars (\$3,000.00) upon closing of contract, receipt of which is hereby acknowledged. The remainder shall be paid at Three Hundred Dollars (\$300.00) per month, accruing interest at the rate of 9% annual interest, compounded monthly, with the entire sum including interest being fully due and payable on or before November 11, 1990. There shall be no interest penalty for early payment and the Buyer may pay the Seller any amount at any time in excess of the minimum monthly payment, including paying the entire amount at the Buyer's option. The first payment shall be due and payable on the 11th of December, 1987.

In the event that the Buyer is more than thirty (30) days delinquent in an amount equal to or in excess of Three Hundred Dollars (\$300.00), the Buyer shall pay the seller a late fee of One Hundred Dollars (\$100.00).

In addition to other remedies which the Buyer and the Seller may have at law, in the event that the Buyer remains delinquent in any payments to the Seller for a period of six (6) months, this shall constitute a breach of the contract.

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Thomas Tucker*

MAY 18 10 32 AM '88

AUDITOR
GARY M. OLSON

11939
REAL ESTATE EXCISE TAX

PAID 348.40

County Clerk, Skamania County

Skamania County Assessor
Parcel # 2-6-23C-109

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In the event of breach of this contract by the Buyer, the Buyer agrees to pay the Seller the reasonable court costs and attorney fees incurred by the Seller in collecting the sums of money owed under this contract, enforcing or foreclosing this contract or foreclosing against the real property which is the subject thereof to be determined by the Trial Court and also the reasonable attorney fees and court costs on appeal.

It is expressly warranted that this property will pass a "perc" test by the Seller to the Buyer and in the event this warranty is breached, this contract shall be voidable at the option of the Buyer upon written notice to the Seller within thirty (30) days.

JERRY KIELSSLING

THOMAS TUCKER

DATED this 24 day of November, 1987, done, nunc pro tunc for 11 November, 1987.

SUBSCRIBED AND SWORN to before me this 24 day of November, 1987.

John F. [Signature]
NOTARY PUBLIC of Washington
residing at Shawmut
My commission expires 12-19-87

