

After Recording,

return to:

WHITLOCK, POTTER & SAUNDERS  
1220 Main Street, Suite 580  
P.O. Box 748  
Vancouver, WA 98666FILED FOR RECORD  
SKAMANIA CO. WASH  
BY RICHARD A. SAUNDERS  
ATTORNEY AT LAW  
FEB 27 2 02 PM '89  
GARY K. OLSON  
ASST. ATTORNEY

## NOTICE OF CLAIM OF LIEN

(Construction Lien - Washington Private Works)

DON KITTERMAN, dba PROMINENT  
CUSTOM HOMES,  
Claimant,  
v.  
JERRY KIESSLING

On the 15th day of September, 1988, at the request of Jerry L. Kießling, the undersigned claimant commenced to furnish materials and perform labor (construct basement shell, framing and plumbing) upon that certain building or structure or work of improvement situated upon the described land in the attached Exhibit "A", in Skamania County, State of Washington, of which property the owner, or reputed owner is Jerry L. Kießling, of Vancouver, Clark County, Washington. The furnishing of which material and performance of which labor ceased on the 12th day of December, 1988; that said materials furnished and labor performed were of the value of \$7,588.80, together with interest, costs, and attorney's fees.

DATED this 27th day of February, 1989.

*Richard A. Saunders*  
RICHARD A. SAUNDERS, WSB #06837  
Authorized Agent and Attorney for  
DON KITTERMAN, dba PROMINENT  
CUSTOM HOMES  
1220 Main Street, Suite 580  
P.O. Box 748  
Vancouver, Washington 98666

STATE OF WASHINGTON )  
County of Clark ) : ss.

The undersigned, being first duly sworn upon oath, deposes and states as follows:

I am the authorized agent and attorney for the Claimant above named; I have read the foregoing Notice of Claim of Lien, know the contents thereof, and believe the same to be just.

*Richard A. Saunders*

SUBSCRIBED AND SWORN to before me this 27th day of February, 1989.

*Shirley L. Mezilka*

Notary Public, State of Washington

My appointment expires 8-1-92



NOTICE OF CLAIM OF LIEN

Registered S  
Indexed S  
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LAW OFFICES OF  
Whitlock, Potter & Saunders  
First Federal Plaza -- 1220 Main Street  
P.O. Box 748  
Vancouver, Washington 98666  
(206) 699-4450

2-622-109

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 Southermost boundary and proceeding East 633.83 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 WASH  
BY Thomas Tucker  
MAY 18 1988 AM '88  
U. S. L. J.  
AUDITOR  
GARY M. OLSON

11,000.00  
REAL ESTATE EXCISE TAX  
PAID 341.40 per 17.92  
GARY M. OLSON  
THE PROPERTY IS DEeded

BOOK 113 PAGE 95

BOOK 109 PAGE 497

Page Two  
Real Estate Contract  
Kielssling/Tucker

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 sum 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.

21  
JERRY KIELSLING

Thomas Tucker  
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.

Online Notary  
NOTARY PUBLIC of Washington  
residing at 1111 11th Street, Suite 1100  
My commission expires 12/13/97



