

G352127

567461

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF REAL ESTATE made and entered into by and between KASH KIELPINSKI and AUDREY L. KIELPINSKI, husband and wife, hereinafter called the "Sellers", and J. R. PRATHER and ARVILLA E. PRATHER, husband and wife, hereinafter called the "Buyers",

WITNESSETH:

That the Sellers agree to sell to the Buyers and the Buyers agree to purchase of the Sellers the real estate hereinafter described, upon the following terms and conditions:

1. Description of Real Estate: The land herein conveyed is situate in the State of Washington, and described as follows:

PARCEL "A":

The following described real property situated in the County of Clark, State of Washington:

Beginning at a point on the East line of Section 36, Township 2 North, Range 4 East of the Willamette Meridian, said point being 10 chains South of the Northeast corner of the Southeast quarter of the Northeast quarter of said Section; thence West 0.33 chains to the center of the McDonald Road; thence along the center of said road South 63°35' West 3.46 chains; thence South 06°14' East 4.00 chains to the center of State Road No. 8-B; thence along the center of State Road No. 8-B South 33°17' East 3.50 chains; thence South 65°48' East 1.10 chains to the East line of said Section 36; thence North along said East line 8.88 chains to the point of beginning.

EXCEPT any portion thereof lying within County or public roads.

SUBJECT TO: Exceptions and reservations of record as set forth in a recorded deed from the State of Washington.

PARCEL "B":

The following described real property located in Skamania County, State of Washington:

A tract of land lying within the South half of the Northwest Quarter of the Southwest Quarter (S1/2 NW1/4 SW1/4) of Section 31, Township 2 North, Range 5 E.W.M., described as follows: Beginning at a point on the West line of the said Section 31 North 4.17 chains from the quarter corner; thence East 1.515 chains; thence North 1.515 chains; thence West 1.515 chains to said section line; thence South along said section line 1.515 chains to point of beginning;

ALSO: The North Half of the South Half of the Southwest Quarter of the Northwest Quarter (N1/2 S1/2 SW1/4 NW1/4) of Section 31, Township 2 North, Range 5 E.W.M., EXCEPT that portion thereof which lies within the tract first above described.

Ch. 11 Rev. Laws 1951

\$15.00 has been paid

CDT # 47841 Date 3-5-63

Treasurer

D. M. Thompson

TRANSACTION EXCISE TAX

MAR 11 1963

Amount Paid 7.00

EUGENE SKAMANIA County Treasurer
ATTORNEY AT LAW
636 N. E. THIRD AVENUE
CAMAS, WASHINGTON

2. Price and Payment: The purchase price of the above described premises is the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100----- (\$8500.00) Dollars of which the sum of ONE THOUSAND AND NO/100 (\$1000.00) Dollars has been paid; the balance of the purchase price in the sum of \$7500.00 shall be paid as follows: The sum of FIFTY AND NO/100 (\$50.00) Dollars, or more, per month, including interest at the rate of six-and-one-half (6-1/2%) percent per annum upon all deferred balances, said installments to commence on the First day of April, 1963 and continuing on the First day of each and every month thereafter until the 15th day of February, 1969, at which time the entire unpaid balance of principal, together with interest due and owing, shall be paid in full, regardless of loss, destruction or damage to any of the timber or improvements thereon.

3. Taxes: The real property taxes will be pro-rated as of the date of this contract, and the Buyers assume and agree to pay before delinquency all other taxes and assessments that may, as between Sellers and Buyers hereafter become a lien upon said premises.

4. Assumption of Risk: The Buyers assume all hazards of damage to or destruction of the timber and any improvements now upon said land, or hereafter to be placed thereon.

5. Inspection: The Buyers agree that full inspection of said described premises has been made and that neither the Sellers nor assigns shall be held to any covenant respecting the condition of said premises, nor to any agreement for improvements upon said premises, unless the covenant or agreement relied upon be in writing and attached to and made a part of this contract.

6. Possession: The Buyers shall have the right to possession of said property on the date of this contract, Provided, however, that the Buyers shall, upon default hereunder and upon demand of the Sellers, surrender to Sellers peaceable possession of the said premises.

7. Deed and Title Insurance: The Sellers have furnished to Buyers policies of title insurance on the premises herein conveyed and upon full payment of the purchase price and interest as herein provided, the Sellers shall execute good and sufficient warranty deeds, conveying the premises heretofore described to the Buyers.

8. Default: Time is of the essence of this contract. In the event the Buyers shall fail to make any payments as herein provided promptly at the time the same shall fall due as set forth herein, or in the event the Buyers fail to perform promptly any covenant or agreement aforementioned, the Sellers may elect to declare a forfeiture and cancellation of this contract and upon such election being made, all rights of the Buyers hereunder shall cease and determine, and any payments theretofore made hereunder by Buyers shall be retained by the Sellers in liquidation of all damages sustained by reason of such failure. In the event the Sellers shall elect to enforce this contract against Buyers by action at law, then the Buyers shall pay the Sellers such other sums as attorneys fees in such suit as the Court therein may adjudge as reasonable.

9. Assignment: This contract shall not be assigned by Buyers without the written consent of Sellers and any assignment hereof shall not relieve the Buyers from their obligations assumed hereunder.

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10. Timber: It is understood and agreed by the parties hereto, that the Buyers are not to remove any timber from the above described property without the written consent of the Sellers.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 28th day of February, 1963.

J. R. Prather

Kash R. Kielpinski

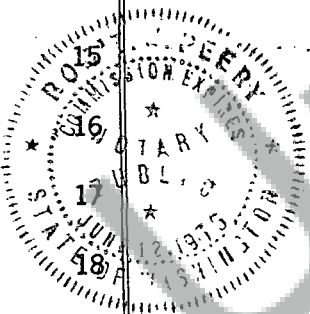
Arvilla E. Prather
BUYERS

Audrey L. Kielpinski
SELLERS

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this day personally appeared before me Kash Kielpinski, Audrey L. Kielpinski, J. R. Prather and Arvilla E. Prather, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 28th day of February, 1963.



FILED FOR RECORD
CLARK COUNTY TITLE CO.
BY
FEL

MAR 5 11 PM '63

REGISTERED
DOCUMENT NO. 567463
AUDITOR

[Signature]
Notary Public in and for the State of Washington; residing at Camas, the rein.