





SK-10745

4-7-23-100

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 10th day of March, 1978,

between

HAROLD W. BIALKOWSKY and MARGARET M. BIALKOWSKY, husband and wife,

hereinafter called the "seller," and

PATRICK J. KIRKPATRICK and JILL KIRKPATRICK,  
husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

The East Half of the Northwest Quarter of the Northwest Quarter (E $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 23, Township 4 North, Range 7 E. W. M.:TOGETHER WITH an easement and right of way 30 feet in width for an access road and utilities over and across that portion of the north 30 feet of the south 50 feet of the West Half of the Northwest Quarter of the Northwest Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of the said Section 23 lying easterly of the Uzydlo County Road.

The terms and conditions of this contract are as follows. The purchase price is TWENTY-FIVE THOUSAND and NO/100 (\$25,000.00) Dollars, of which FIVE THOUSAND and NO/100 (\$5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars in monthly installments of Two Hundred Seventy-Two and No/100 (\$272.00) Dollars, or more, commencing on the 10th day of April, 1978, and on the 10th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of seven per-cent (7%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. Purchasers agree, however, that they will neither exercise the deed release provision of this contract nor pay more than twenty-nine per-cent (29%) of the purchase price of this contract prior to January 1, 1979. Sellers agree to release by deed any portion of said premises not exceeding 5 acres on payment to the sellers in addition to the monthly installments specified the further sum of One Thousand Two Hundred Fifty and No/100 (\$1,250.00) Dollars per acre which shall be applied to reduce the remaining principal balance of this contract; provided however that purchasers will pay for all expenses (including Skamania County Planning Department requirements) involved in the deed release; and provided further that sellers will retain adequate access to the remainder of said premises.

All payments to be made hereunder shall be made at Columbia Corp Bank, Stevenson, WA. Branch or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be March 10, 1978.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on or against the real estate, and if by the terms of the contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now 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 building, now and hereafter placed on said real estate, insured for the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller, and for the policy term, or its interest may appear, and to pay all premiums thereon and to deliver all policies and receipts thereon to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agent shall be held responsible for the condition of any improvements thereon nor shall the purchaser or seller or the agent of either be held to any liability or agreement for alterations, improvements or repairs unless the contract or agreement relied on to contain it herein or in writing and attached 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 consideration agreed remaining after payment of reasonable expense of procuring the same shall be paid to the seller and applied in payment on the purchase price hereon unless the seller elects to allow the purchaser to apply all or a portion of such consideration toward the building or repairs of any improvements damaged by such taking, in case of damage or destruction of a part thereof, the proceeds of such an action remaining after payment of any reasonable expense of procuring the same shall be divided to the extent of 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 hereon.

(5) The seller 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 thereon, issued by Transamerica 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 exceptions other than the following:

a. Unrecorded 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 this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

- (a) General taxes for 1978 which will be pre-rated as of March 10, 1978; and
- (b) Easement for Pacific Crest Trail granted to the United States of America dated August 23, 1977, and recorded August 29, 1977, in Book 73 of Deeds, at page 390 under Auditor's File No. #4739, Records of Skamania County, Washington; and easements of record affecting the easement for access and utilities above described.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession as long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, telephone and other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to meet any obligation as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 12% per annum (based from date of payment until repaid), shall be repayable by purchaser on seller's demand, and within ninety days after the date the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser fails to comply with any or all terms or condition or agreement hereunder to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare the purchase rights terminated hereunder and to sell the real estate to the highest bidder. The purchaser hereunder and all improvements placed upon the real estate shall be sold in the same parcel and the purchaser shall have no right to re-enter and take possession of the real estate and no amount to be paid by the seller or any amount of purchase price shall be construed as a waiver of any subsequent default.

Seller upon purchase of all demands, notices or other matters which may be received or demanded by the purchaser or any other party may be made by United States Mail, postage pre-paid, return receipt requested, showing to whom the same shall be addressed as shown in the order.

(11) Upon seller's election to bring suit to enforce any or all terms or conditions of this contract, or to enforce any payment, the purchaser hereunder agrees to pay a reasonable cost of attorney's fees and costs of suit and disbursements in connection with such suit, which costs shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an acknowledgment of this contract, or to enforce any term or condition hereunder, and judgment is entered, the purchaser agrees to pay a reasonable cost of attorney's fees and costs of suit and disbursements in connection with such suit, which costs shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents in the presence of the following witnesses:

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STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me, \_\_\_\_\_, a Notary Public in and for the State of Washington, \_\_\_\_\_, known to be the individual identified as and whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1978.



## Transamerica Title Insurance Co



A Service of  
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

|            |
|------------|
| REGISTERED |
| INDEXED    |
| RECORDED   |
| COMPLETED  |
| MAILED     |

PLATONAL PROCEEDING RECORDED FOR  
COUNTY OF WASHINGTON

RECORD CENTER FILED THIS WITHIN

WITHIN THE COUNTY OF WASHINGTON

OF \_\_\_\_\_

AT \_\_\_\_\_

WAS RECORDED IN BOOK \_\_\_\_\_

OF \_\_\_\_\_

RECORDS OF WASHINGTON COUNTY, WASH.

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