

THIS CONTRACT made and entered into this 19th day of January, 1979  
between RUBY D. SOOTER, as her separate property  
hereinafter called the "seller" and STEVE L. LEEK and DARLENE N. LEEK, 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.

ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE MADE A PART OF THIS CONTRACT.

TOGETHER WITH an undivided interest in seller's spring located on the tract to the West; with agreement that seller retain right to use one-half of the available water from said spring during ~~the life of this contract~~ seller's occupancy of her present residence. *Ed. J. Smith*  
TOGETHER WITH ALL mineral <sup>rights</sup>.

SUBJECT to 1979 general real property taxes

The terms and conditions of this contract are as follows: The purchase price is **Thirty-Tousand and no/100**

----- 30,000.00 Dollars, original

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 after such payment follows

Five-Thousand and no/100 ----- 5.000.00

do, more at churchman's option, on or before the 19<sup>th</sup> day of January, 1980,  
and Five-Thousand and no/100 ----- 5,000 00

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Page of Six (6)      Date of Birth January 19      Age of Last Recurrence 80      Date of Last Recurrence 1979

paid in addition to the installment payment of \$888.89 on each installment due

SUBJECT TO 1979 real property taxes

6422  
No. 6422  
TRANSACTION EXLISE TAX

JAN 19 1971

Amount Paid **\$ 300.00**

As set forth in this contract, date of signing shall be **January 1979**

[illegible]

[2] The purchase agrees, with the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and receipts therefor to the seller.

10. The purchaser agrees that inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any obligations respecting the condition of any improvements thereon; nor shall the purchaser or seller or the assigns of either be held to any claim or agreement for alterations, improvements or repairs unless the agreement or agreement relied on is contained herein or is in writing, a copy of which is attached to and made a part of this contract.

14. The purchaser assumes all hazards of damage to or destruction of any improvements now on a 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 breach of consideration. In case any part of the said real estate, for public use, the portion of the consideration aforesaid remaining after payment of reasonable expenses of procuring the same shall be paid to the seller, and the seller shall be bound to return the same to the seller, and the seller agrees to allow the purchaser to apply all or a portion of said consideration toward the payment of the purchase price herein unless the damaged by such taking. In case of damage or destruction from a third person against the proceeds of the taking or restoration of any improvements, the seller shall be bound to return the same to the seller, and the seller agrees to allow the purchaser to apply all or a portion of said consideration toward the payment of the purchase price herein unless the damaged by such taking. In case of damage or destruction from a third person against the proceeds of the taking or restoration of any improvements, the seller shall be bound to return the same to the seller, and the seller agrees to allow the purchaser to apply all or a portion of said consideration toward the payment of the purchase price herein unless the damaged by such taking. In case of damage or destruction from a third person against the proceeds of the taking or restoration of any improvements, the seller shall be bound to return the same to the seller, and the seller agrees to allow the purchaser to apply all or a portion of said consideration toward the payment of the purchase price herein unless the damaged by such taking.

(15) The seller has delivered or is to deliver a title to a buyer within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by a FICO Title Insurance Company, insuring the purchaser for the full amount of said purchase price against loss or damage by reason of defect in seller's title to, and real estate at or of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in end-price form;
- b. Liens or encumbrances which by the terms of the contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contract under which seller is purchasing said real estate, and any mortgage or other obligation, which either by the contract agrees to pay, none of which for the purpose of this article (B) shall be deemed defects in seller's title.
- (C) If a lien or title is 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 assume, or as to which he has agreed to assume liability, or 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 now falling due on the said contract or contracts.



18. 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 warranty deed of fulfillment.

Need to said real estate, accepting 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 seller or, and subject to the following:

19. 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 so 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 taxes, including the construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

20. In case the purchaser fails to make any payment herein provided or to maintain insurance, 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 thereon from date of payment until tender, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

21. Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereon or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon so doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

22. Service upon purchaser of all demands, notices or other papers with respect to foreclosure and termination of purchaser's rights may be made by United States Mail, postage pre paid, return receipt requested, directed to the purchaser to his address last known to the seller.

23. Upon seller's election to bring suit to enforce any provision of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

24. If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit and also the reasonable cost of searching records to determine the condition of title of the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

*Ruby D. Sooter* (SEAL)  
RUBY D. SOOTER

(SEAL)

*Steve L. Leek* (SEAL)  
STEVE L. LEEK

(SEAL)

STATE OF WASHINGTON

County of SKAMANIA

*Darlene M. Leek* (SEAL)  
DARLENE M. LEEK

(SEAL)

On this day personally appeared before me

RUBY D. SOOTER

to me known to be the individual specified in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of January, 1979.

*Stephen G. Ogden*  
Notary Public in and for the State of Washington  
residing at Stevenson.



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

STATE OF WASHINGTON  
THROUGHOUT OF COUNTY

FILED FOR RECORD THAT THE WITHIN

INSTRUMENT OF THE HAD FILED BY

*Stephen G. Ogden*

*Stevenson, WA*

*01:30 PM Jan 19, 1979*

HAS RECORDS IN BOOK 76

*Slide* 436

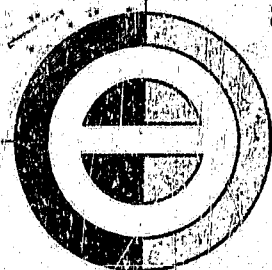
STATE OF WASHINGTON COUNTY OF SKAMANIA

*H. P. Todd*

COUNTY CLERK

*B. Babcock*





87951

EXHIBIT "A"

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OLSON ENGINEERING

CONSULTING ENGINEERS • SURVEYORS • PLANNERS

1111 BROADWAY • VANCOUVER WASHINGTON 98160 • TELEPHONE (206) 695-1385  
December 21, 1978

LEGAL DESCRIPTION FOR SOOTER  
(Leek Tract)

BEGINNING at the Southwest corner of the North 543 feet of the Southeast quarter of the Northeast quarter of Section 22, Township 3 North, Range 10 East of the Willamette Meridian; thence South  $89^{\circ} 10' 03''$  East parallel to the North line of said Southeast quarter of the Northeast quarter of Section 22, 439.97 feet;

thence South  $1^{\circ} 11' 42''$  West parallel to the East line of the said Northeast quarter of Section 22, 288.92 feet;

thence North  $89^{\circ} 10' 03''$  West parallel to the said North line of the Southeast quarter of the Northeast quarter of Section 22, 136.02 feet;

thence  $3^{\circ} 25' 15''$  West 226.25 feet to a point on the North line of the South 270.96 feet of the said Southeast quarter of the Northeast quarter of Section 22;

thence North  $89^{\circ} 07' 24''$  West parallel to the South line of the said Northeast quarter 625.61 feet to the West line of the East half of the East half of the Southwest quarter of the Northeast quarter of Section 22;

thence North  $1^{\circ} 08' 57''$  East along the West line of the said East half of the East half of the Southwest quarter of the Northeast quarter of Section 22, 728.05 feet to a point 999.02 feet from the Southwest corner of said East half of the East half of the Southwest quarter of the Northeast quarter of Section 22;

thence South  $89^{\circ} 10' 03''$  East parallel to the said North line of the Southeast quarter of the Northeast quarter of Section 22, 330.88 feet to the West line of the Southeast quarter of the Northeast quarter of Section 22;

thence South  $1^{\circ} 09' 30''$  West 213.54 feet to the POINT OF BEGINNING.

CONTAINING 10 Acres, more or less.

NAME

ADDRESS

CITY AND STATE

W. B. Sidel	DATE
B. B. Sidel	RECEIVED

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TOGETHER WITH a 40 foot wide easement for ingress, egress and public utilities over, under and across the following described centerline:

COMMENCING at the Southwest corner of the North 543 feet of the Southeast quarter of the Northeast quarter of said Section 22;

thence South 89° 10' 03" East parallel to the North line of the said Southeast quarter of the Northeast quarter of Section 22, 439.97 feet;

thence South 1° 11' 42" West parallel to the East line of the said Northeast quarter of Section 22, 20.00 feet to the POINT OF BEGINNING for this easement;

thence South 89° 10' 03" East parallel to the North line of the said Southeast quarter of the Northeast quarter of Section 22, 322.02 feet;

thence South 50° 00' 00" East 223.24 feet to the North line of Sooter Road and the end of this easement.

ALSO SUBJECT TO an access road to the W. RosgKelton property as recorded in Book 73, page 445 and the Thomas Road property as recorded in Book 72, page 926.

ALSO SUBJECT to an easement and right of way for access to the county road known and designated as the Sooter Road, as disclosed by instrument recorded 8-18-71 under Auditor's File No. 73785 in Book 63 of Deeds at Page 204, records of Skamania County, Washington.