



90136

REAL ESTATE CONTRACT  
(FORM A-1954)

BOOK 77 PAGE 751

THIS CONTRACT, made and entered into this 31st day of December, 1979,

between PATRICIA A. STRODE, a single woman,

hereinafter called the "seller," and JAN C. KIELPINSKI and PENNY A. KIELPINSKI, husband and wife, PHILIP R. SIECHEN and TONI F. SIECHEN, husband and wife, and JAMES C. 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

Beginning at the Northwest corner of the South 6 1/2 acres of the Southeast Quarter of the Northeast Quarter of Section 36, Township 3 North, Range 7 1/2 E.W.M.; thence East along the North line of said 6 1/2 acres 187 feet to an iron pipe; thence Southwesterly to a point on the Northerly right-of-way line of the Nelson Creek County Road; thence in a Southwesterly direction along a line passing through an iron pipe to the center of the Nelson Creek County Road; thence Westerly along the center of said road to the West line of the Southeast Quarter of the Northeast Quarter of the said Section 36; thence North to the point of Beginning, except right-of-way for Nelson Creek County Road.

The terms and conditions of this contract are as follows: The purchase price is

SEVEN THOUSAND NINE HUNDRED

FIVE AND NO/100----- \$7,905.00 Dollars, of which  
THREE THOUSAND AND NO/100----- \$3,000.00 Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two Thousand Three Hundred Eighty-five and No/100----- \$2,385.00 Dollars,  
or more at purchaser's option, in or before the 31st day of July, 1980

and Two Thousand Five Hundred Twenty and No/100----- \$2,520.00 Dollars  
on or before January 31, 1981.

All payments to be cash. Lender shall be located at M. P. GAIL ALVIN WACHER NO. 2, STEVENSON, WASHINGTON 98645 or at such other place as the seller may direct by writing.

Purchasers have the option of paying the entire balance at any time after January 1, 1981.

Parties reserve the right to amend and correct the legal description of said premises to conform to boundaries so established on the ground by survey.

As referred to in this contract, "date of closing" means December 31, 1979.

(1) The purchaser warrants and agrees to pay before delivery to the seller all taxes and assessments that may as between grantor and grantee thereafter become due on said real estate, and if any tax or assessment 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 or herein 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 maintain the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire or damage by theft, for a sum equivalent to one-half the value to the seller and for the seller's benefit, at his interest may appear, and to pay all premiums thereon and to collect all proceeds and monies realized therefrom to the seller.

(3) The purchaser agrees that full insurance of said real estate has been taken and if at any time the seller has his rights held to any customer requesting the cancellation of any insurance on thereto, not later than the purchaser or seller or his assigns or either be held to any covenant or agreement for alterations, improvements or repairs where the customer or any agent referred to is concerned herein or is 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 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 it is such damage, destruction or taking that constitute a cause of consideration. In case any part of said real estate is taken for public use, the portion of the compensation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied in payment of the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such compensation, so paid to the returning or restoration of any improvements damaged by such taking. In case of damage or destruction from a prior contract agree to the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be applied to the replacement or repairing of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application to the purchase price herein.

(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 therefor, issued by SAFECO Title Insurance Company, covering the purchaser to the full amount of said purchase price against loss or damage, by reason of defect, in seller's title, or valid title issues and/or title of existing and continuing no exceptions other than the following:

a. Printed 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 covenants 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 payment in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments due him to remove the default, and any payments so made shall be applied to the payments next falling due the seller under his 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** part thereof hereafter taken for public use, free of encumbrances except any that may accrue after date of closing through any person other than the seller, and subject to the following:

None

(8) Unless a different date is specified for herein, the purchaser shall be entitled to possession of said real estate as of date of closing and to retain possession so long as purchased 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, garbage or 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 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 10% per annum thereon from date of payment until repaid, 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.

(10) 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, given 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 his 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.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture 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.

(11) Upon seller's election to bring suit to enforce any covenant 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 sum shall be included in any judgment or decree entered in such suit.

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 to be responsible for the cost of searching records to determine the condition of title at the date such suit is commenced, which sum 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.

*Patricia A. Strode*  
Patricia A. Strode

*Philip R. Siechen*  
Philip R. Siechen

*Jan C. Kiepiniski*  
Jan C. Kiepiniski

*Toni K. Siechen*  
Toni K. Siechen

*Penny A. Kiepiniski*  
Penny A. Kiepiniski  
STATE OF WASHINGTON

*James C. Kiepiniski*  
James C. Kiepiniski

County of Skamania

*Minnie R. Kiepiniski*  
Minnie R. Kiepiniski

I, the undersigned personally appeared before me \_\_\_\_\_ on the 31st day of December, 1979, PATRICIA A. STRODE, a single woman, to me known to be the individual described as above, executed the within and foregoing instrument, and I acknowledge that

she

signed the same as

her

free and voluntary, and in my presence,  
for the uses and purposes therein mentioned.

GIVEN under my hand and affixed to the same this 31st day of

December, 1979.

*Sgt. Kyle L. Stevenson*  
Sergeant at Arms for the State of Washington  
Robert L. Stevenson



SAFECO TITLE INSURANCE COMPANY

SAFECO

Filled for Record at Request of

No. 7292

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COMPARED

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CITY AND STATE

DEC 31 1979

Amount Paid \$7,555

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