



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 TOMI A. SIECHEN, husband and wife, and JAMES C.
hereinafter called the "purchaser," KIELPINSKI and MINNIE R. KIELPINSKI, husband and wife,

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 South-
east 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.

XX
XX
XX
XX
All payments to be made hereunder shall be made at M. L. O. 21 Alden Wachter Road, Stevenson, Washing-
ton 98648 or at such other place as the seller may direct in writing.

Purchasers have the option of paying the entire balance at any
time after January 31, 1981.

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

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against said real estate, and if by the terms of this 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 hereon 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 buildings now and hereafter placed on said real estate insured to the actual cash value thereof against fire or damage by both fire and vandalism to a company acceptable to the seller and for the seller's benefit, at his interest may waive, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any damages, respecting the condition of any improvements thereon, nor shall the purchaser or either of the assigns or either be held to any covenant or agreement for alteration, improvements or repairs unless the condition of said improvements is in conformity herewith 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 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 condemnation award remaining after payment of reasonable expenses of the sale shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance, remaining after payment of the reasonable expense of securing the same shall be applied to the restoration or 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 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, insuring the purchaser to the full amount of said purchase price against loss or damage, by reason of defect in seller's title, in said real estate up to the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form.

b. Lien 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 then falling due due to 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 fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any there 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 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 service, installation or construction charges for water, sewer, electric, gas 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 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 hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may, at any time, 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-entr 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.

Subject 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 cost of searching records to determine the condition of title at 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.

Patricia A. Strode
Patricia A. Strode

Philip R. Siechen
Philip R. Siechen

Jan C. Kierpinski
Jan C. Kierpinski

Tom K. Siechen
Tom K. Siechen

Penny A. Kierpinski
Penny A. Kierpinski

James C. Kierpinski
James C. Kierpinski

STATE OF WASHINGTON
County of Skamania

Minnie R. Kierpinski
Minnie R. Kierpinski

O, I, the undersigned, personally appeared before me PATRICIA A. STRODE, a single woman, to me known to be the individual designated as one who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of December, 1979.

Gayle L. Stevenson
Notary Public for the State of Washington
Gayle L. Stevenson



SAFECO TITLE INSURANCE COMPANY

SAFECO

No. 7292

Filed for Record at Request of

TRANSACTION EXCISE TAX

DEC 31 1979

Amount Paid in full
Skamania County Treasurer
By Gayle L. Stevenson

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR
INDEXED: ACT
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS VALIDLY FILED BY	
<u>Jan Kierpinski</u>	
<u>Stevenson, Wa</u>	
T. <u>1200 P. Dec 31 1979</u>	
HAS BEEN RECORDED IN BOOK <u>77</u>	
OF PAGE <u>752</u>	
CORDS OF SKAMANIA COUNTY, WASH	
<u>Gayle L. Stevenson</u>	
COUNTY AUDITOR	
<u>Gayle L. Stevenson</u>	