

REAL ESTATE CONTRACT
(FORM A-1064)

BOOK 17

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THIS CONTRACT, made and entered into this 17th day of December, 1979
between ROBERT J. LEE and LOLA A. LEE, husband and wife,
hereinafter called the "seller," and LAURENCE E. MALICKI and NAJITA MALICKI, husband
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.

Lot 1 of ROBERT J. LEE'S SHORT PLAT recorded August 21, 1979 under Auditor's File No. 89262 in Book 2 of Short Plats, page 123, records of Skamania County, State of Washington; EXCEPT that portion lying within county road right of way.

The terms and conditions of this contract are as follows: The purchase price is Twenty-five Thousand and no/100

Three Thousand and no/100 ----- (\$ 25,000.00; Dollars of which
the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: (\$3,000.00) Dollars have

One Hundred Eighty-three and 33/100 ----- \$ 183.33) Dollars,

or more at purchaser's option, on or before the 10th day of January, 19 80

and One Hundred Eighty-three and 33/100 ----- (\$ 183.33) Dollars

or more at purchaser's option, on or before the 10th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of Ten (10) per cent per annum from the 17 day of December, 1979, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at Columbia Gorge Bank, Stearnson, WA 98648 or at such other place as the seller may direct in writing.

Any other provision in this contract notwithstanding, this contract shall be paid in full, together with then accrued interest to date of pay-off, within five (5) years from the date of this contract.

Purchasers agree to apply proceeds of the sale of their property in Idaho first to payment of accrued interest owing as of the date of the closing of the sale of said Idaho property, then the proceeds balance shall be applied to the principal then owing under this contract.

As referred to in this contract, "date of closing" shall be December 17, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on 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 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 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 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 assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the instrument or agreement relied on is contained 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 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 to pay for 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 the payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price hereon 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 procuring the same shall be returned 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 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 therefor, issued by S.A. CCO 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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, some 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.

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seller agrees, upon receipt of full payment of the purchase price, to deliver to the purchaser a satisfactory warranty deed, subject to the following:

WARRANTY

Free of all encumbrances except such as are shown on the plat of record.

and to execute and deliver to the purchaser a deed of record.

Encumbrances of record.

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

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum, interest shall be payable by the purchaser on demand, all without prejudice to any other right the seller might have for 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 provisions of this agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein provided, 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 no obligation to 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.

Seller, upon purchaser of all demands, notices or other papers with respect to this contract, shall be deemed to have been received by the purchaser by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at the address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited to any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred in connection with such suit, and such 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 such suit shall be entered in any court of competent jurisdiction, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses incurred in connection with such suit, and such 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 day to first written above.

Robert J. Lee
ROBERT J. LEE

Lola A. Lee
LOLA A. LEE

Lawrence E. Malicki
LAWRENCE E. MALICKI

STATE OF WASHINGTON,

County of Skamania

Wanita Malicki
WANITA MALICKI

On this day personally appeared before me: Robert J. Lee and Lola A. Lee

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as their

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of December, 1979.

Dee Underwood
Dee Underwood

Notary Public

residing at Stevenson

No. 7320

TRANSACTION EXCISE TAX

JAN 22 1980

Amount Paid \$357.00

Skamania County Treasurer

By *William J. Johnson* Secy.

SAFECO-TITLE INS. RANCE COMPANY



Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

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FILED	FILED
RECORDED	RECORDED
COMPARED	COMPARED
MAILED	MAILED

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COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE STATED

INSTRUMENT OF DEED IS FILED IN

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