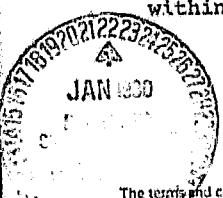


90212

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 WAJITA MALICKI, 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.

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 (S 25,000.00 Dollars of which
One Hundred Eighty-three and 33/100 (S 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:

One Hundred Eighty-three and 33/100 (S 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 (S 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, Stevenson, 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 therefor 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 covenant or agreement related to 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 that 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 procuring the same 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 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 received 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 SAFCO 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. 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 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.

9823

purchase a statutory warranty... part of the purchase price... and subject to the following:

WARRANTY

Free of encumbrances... that have priority...

Encumbrances of record.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to permit possession so long as purchaser is not in default hereunder. The purchaser covenants to maintain the real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate to pay all service, installation or construction charges for water, sewer, electricity or gas after the date purchaser is entitled to possession.

(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 12% per annum, shall be repayable by purchaser on seller's 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 amount herein provided, the seller may elect to terminate 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.

(11) Service upon purchaser of all demands, notices or other papers with respect to forfeiture, shall be deemed to have been made if delivered by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his last known address.

(12) Upon seller's election to bring suit to enforce any covenant of this contract, including the purchaser's agreement to pay a reasonable sum as attorney's fees and all costs and expenses incurred in any judgment or decree entered in such suit.

(13) If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and such suit is 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 such suit, and to reimburse the seller for the cost of searching records to determine the condition of title at the date such suit is commenced or decree entered in such suit.

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

Robert J. Lee
ROBERT J. LEE
Lola A. Lee
LOLA A. LEE
Laurance E. Malicki
LAURANCE 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 free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Shirley Public
Shirley Public
County Clerk

No. 7329
TRANSACTION EXCISE TAX
JAN 22 1980
Amount Paid \$ 357.00



Skamania County Treasurer
By *William J. Peterson*
SAFECO-TITLE INS. RANCE COMPANY

Filed for Record at Request of

RECORDED BY
INDEXED BY
FILED IN
EXCISE ON
DISPATCHED
MAR 31

THIS PAGE RETAINED FOR RECORDOR'S USE
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF DEED IS FILED WITH ME IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT STATUTES OF THE STATE OF WASHINGTON.
COUNTY CLERK
Shirley Public