

19351

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 77 PAGE 92

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

PATRICK J. KIRKPATRICK and MARY J. KIRKPATRICK, husband and wife,
 hereinafter called the "seller," and **RALPH W. SANDBERG and FLORENCE A. SANDBERG,**
 hereinafter called the "purchaser,"
 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:

The East Half of the Northwest Quarter of the Northwest Quarter
(E 1/2 NW 1/4 NW 1/4) of Section 23, Township 4 North, Range 7,
E.W.M.;

TOGETHER WITH an easement and right of way 30 feet in width for an access road and utilities over and across that portion of the North 30 feet of the South 50 feet of the West Half of the Northwest Quarter of the Northwest Quarter (W 1/2 NW 1/4 NW 1/4) of the said Section 23 lying easterly of the Szvdo County Road.

The terms and conditions of this contract are as follows: The purchase price is **Thirty-seven Thousand Five Hundred and no/100** ----- (\$ 37,500.00) Dollars, of which

Ten Thousand and no/100 ----- (\$ 10,000.00 Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid at follows:

Two hundred sixty-six and 18/100 \$ 266.18 1 Dollar

de facto at purchaser's option, on or before the 5th day of October 1979

Two Hundred sixty-six and 18/100 ----- \$ 266.18 Dollars.

Price shall be at purchaser's option, on or before the 5th 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

which interest shall be deducted from each installment payment and the balance of each payment, applied in reduction of principal.

2608 NE 153rd Street
Vancouver, Wa. 98665

No. 6986
TRANSACTION EXCISE TAX

SEP 4 1974

Amount Paid \$ 275 00

Skamania County Treasurer

As referred to in this contract, "Date of completion" shall be August 31, 1979.

[illegible]

2. The purchaser agrees, until the purchase price is fully paid, to keep the building, site and/or another structure and real estate insured to a full cash value thereof against loss or damage by fire and water and to name as beneficiary, or beneficiaries to the seller and for the seller's benefit, as hereinafter appears, and for a period of time to and to deliver all proceeds of insurance to the seller.

10. The purchaser agrees that any improvement of said real estate has been made and that neither the use of force nor fraud was used in being held to any agreement for alterations, improvements or repairs unless the statement of agreement need not be a signed document or a writing and

14. The purchaser assumes all liability of damage to or destruction of any improvement, new or old, situated on the hereafter placed "lot", and the taking of all real estate or any part thereof for public use, and against such new damage, destruction or taking that constitutes a change of consideration. In case any part of the real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of planning the lot shall be paid to the seller and, the portion of the condemnation award remaining after payment of such costs to allow the purchaser to fully fill or a portion of a portion of a condemnation award to the rebuilding or reconstruction of 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 reasonable expense of preparing the same shall be divided to the restoration or rebuilding of such improvements within a reasonable time. Wherever such proceeds shall be paid to the seller for completion on the purchase price hereof.

1. The offer has been delivered, or agrees to deliver within 15 days of the date of closing, a certificate of policy of title insurance in standard form, and a commitment thereof, issued by SAFFCO Title Insurance Company, insuring the purchaser to the full amount of paid 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:

3 The red general document or opening in said policy form

Let it be agreed, which by the terms of the contract the purchaser is to assume, or as to which the aforesaid hereinbefore is to be the responsibility of the

7. Seller is selling certain lot or lots of land under which seller is purchasing said real estate, and any mortgage or other obligation, which seller, by or through seller's agents or any, none of which for the purpose of the paragraph (b) shall be deemed defects in seller's title.

11. The Seller shall remain subject to an existing contract of a contract in order which seller is purchasing real estate, or any portion thereof, which seller is to pay, or agrees to make such payment, or is provided with the terms thereof, and upon default, the Seller shall be obligated to make any payments necessary to remove the default, and the payments to make shall be applied to the contract in which the seller enters 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 deed to said real estate, excepting 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 the seller, and subject to the following:

SEE ATTACHMENT

(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, 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 hereof 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.

Seller, or 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 sums 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 the reasonable 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.

Patrick J. Kirkpatrick
PATRICK J. KIRKPATRICK

(SEAL)

Mary J. Kirkpatrick
MARY J. KIRKPATRICK

(SEAL)

Ralph W. Sandberg
RALPH W. SANDBERG

(SEAL)

STATE OF WASHINGTON

County of Skamania

Florence A. Sandberg
FLORENCE A. SANDBERG

(SEAL)

On this day personally appeared before me Patrick J. Kirkpatrick and Mary J. Kirkpatrick to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that

they

signed the same

their

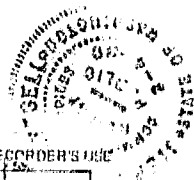
free and voluntary act and deed

for the uses and purposes therein expressed.

GIVEN under my hand and official seal this 31 day of August, 1979

Stephen G. Lytner
Notary Public and Clerk for the State of Washington
Residing at Stevenson

89851



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	6
INDEXED	DIR 6
INDIRECT	6
RECORDED	6
COMPARED	6
MAILED	6

THIS STATE BASED ON RECORDS OF THE COUNTY OF SKAMANIA

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I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY *Shirley Lytner* ON *August 31, 1979* AT *2:15 P.M.* WAS RECORDED IN BOOK *22* OF *1000* AT PAGE *93* RECORDS OF SKAMANIA COUNTY, WASH. COUNTY ALREADY

REAL ESTATE CONTRACT - Page Two
Kirkpatrick to Sandberg
September , 1979

(7) Subject to the following:

1. Rights of the Public in subsets, roads and highways. Reservations to the United States of America as delineated in deed recorded August 1, 1932 in Book C, page 205 of Patent Records of Skamania County, Washington.

2. Easement and right of way for benefit of United States of America 40 feet in width as recorded January 17, 1940 in Book G, page 290 of Skamania County Miscellaneous Records.

3. Easement for drainage ditch recorded June 20, 1941 to Joseph Szydio in Book 28, page 358 of Skamania County Deed Records.

4. Easement in favor of PUD of Skamania County dated 1/30/1964.

5. Easement to United States of America for Pacific Crest Trail, 20 feet in width as recorded August 29, 1977 in Book 73, page 390 of Skamania County Deed Records.

6. Contract, including the terms and provisions thereof, between Harold W. Bialkowsky and Margaret M. Bialkowsky, as seller, and Patrick J. Kirkpatrick and Jill Kirkpatrick, husband and wife, as purchasers, dated March 10, 1978 recorded March 14, 1978 in Book 74 page 419 Skamania County Deed Records.

7. Rights, title and interest, if any, of George Martell and Wanda Martell as disclosed by Consent and Subordination agreement recorded September 12, 1973 in Book 75, page 372, of Skamania County Deed Records.

Patrick J. Kirkpatrick
PATRICK J. KIRKPATRICK

Mary J. Kirkpatrick
MARY J. KIRKPATRICK

Ralph W. Sandberg
RALPH W. SANDBERG

Florence A. Sandberg
FLORENCE A. SANDBERG