

69351 REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 77 PAGE 92

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

SAYING THAT 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,"

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 E. N. 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 Szydlo County Road.

The terms and conditions of this contract are as follows: The purchase price is Thirty-seven thousand Five Hundred and no/100 ----- is 37,500.00 Dollars, of which

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

Two hundred sixty-six and 18/100 ----- is 266.18 Dollars,

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

Two hundred sixty-six and 18/100 ----- is 266.18 Dollars,

as more at purchaser's option, on or before the 5th day of each succeeding calendar month until the balance of said purchase price at the

rate of 9 1/2% per cent per annum from the 31st day of August 1979, 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 2608 NE 153rd Street

or at such other place as the seller may direct in writing. Vancouver, Wa. 98665

No. 6986

TRANSACTION EXCISE TAX

SEP 4 1979

Amount Paid \$ 375.00

Skamania County Treasurer

By _____, Esq., Attorney for Seller, Esq., Attorney for Purchaser, Esq.

August 31, 1979

1. The purchaser assumes and agrees to pay liability for taxes, all taxes of whatsoever kind, if any, between grantor and grantee for one year on said real estate, and by the terms of this contract the seller shall be relieved of the payment of any mortgage, blanket or other encumbrance, or full assumed payment of any taxes or assessments, except the one tax for one year on the new lien on said real estate, the seller agrees to pay the same before delivery.

2. The purchaser agrees, until the date to which he has fully paid, to keep the building, property and fixtures placed on said real estate in good condition, and to repair any damage to the same and maintain it in a condition as creditable to the seller and for the seller's account as his interest may appear, and to pay all expenses then incurred to do all reasonably necessary to prevent damage to the same.

3. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor the seller's agent, nor any person representing the seller, has ever stated that the purchase price is less than the actual price to be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is contained in an executed written or oral contract.

4. The purchaser assumes all hazards of damage to or destruction of any improvement or new on said real estate or hereafter placed thereon, and the taking of said real estate or any part thereof for public use, and agrees that such damage, destruction or taking shall constitute a cause of condemnation. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after deduction of reasonable expenses of removal of 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 condemnation award to the rebuilding or restoration of any improvements so destroyed by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of reasonable expenses of preparing the same shall be applied to the restoration or rebuilding of such improvements within a reasonable time thereafter, as the seller's proceeds shall be paid to the seller for application on the purchase price herein.

5. The seller has released, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form or commitment thereto, issued by SAFFECO 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 those agreed to by the parties.

6. Printed general terms and conditions in said policy form.

7. None of the property to which by the terms of this contract the purchaser is to assume, or as to which the conveyancing hereinabove is to be made subject to, will be subject to:

8. None of the property to which by the terms of this contract the purchaser is to assume, or as to which the conveyancing hereinabove is to be made subject to, contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by such contracts agrees to pay, none of which for the purpose of this paragraph (8) shall be deemed defects in seller's title.

9. On the realty of real estate, subject to an existing contract or contracts under which seller is purchasing said real estate, or any obligations thereunder, which seller is to pay, seller agrees to make such payment in accordance with the terms thereof, and upon default, to the extent of his right to make any payment necessary to remove his default, and the payment so made shall be applied to the real estate, and the seller under this contract.

For further information concerning this instrument see:
Real Estate Contract Form A-1964
SAFFECO Title Insurance Company
Vancouver, Washington

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(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, 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, (installment) 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 for or to maintain insurance, as herein required, the seller may make such payment or offset 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 or 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.

Serv'd 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.

John J. Kirkpatrick
PATRICK J. KIRKPATRICK

SEAL

Mary J. Kirkpatrick
MARY J. KIRKPATRICK

SEAL

Ralph W. Sandberg
RALPH W. SANDBERG

SEAL

Florence A. Sandberg
FLORENCE A. SANDBERG

SEAL

STATE OF WASHINGTON

County of Skamania

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 foregoing instrument, and acknowledged that

they signed the same as their free and voluntary act on this day for the uses and purposes therein mentioned.

GIVEN under my hand and affidavit this

31 day of August 1979

Stephen G. Lytle
Notary Public, State of Washington

Residing at



89851



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED DIR
INDIRECTED
RECORDED
COMPARED
MAILED

THIS SPACE IS FOR USE BY THE RECORDER'S OFFICE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED ON

8-15-79

AT 12:00 P.M.

IS BEING MAILED IN ENVELOPE

OR DELIVERED AT PAYMENT

RECORDED IN CLERK'S OFFICE

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

(7) Subject to the following:

1. Rights of the Public in streets, 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 Szydlo 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 Untied 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 10, 1973 in Book 75, page 372, of Skamania County Deed Records.

PATRICK J. KIRKPATRICK

MARY J. KIRKPATRICK

RALPH W. SANDBERG

FLORENCE A. SANDBERG