



92961

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 86 PAGE 144

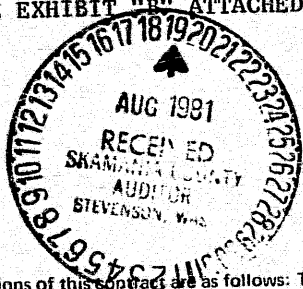
Sk-12411

THIS CONTRACT, made and entered into this 11th day of August, 1981
between WENDELL J. FLESCH and KATHLEEN FLESCH, husband and wife
hereinafter called the "seller," and PATRICIA G. KADOW, a single woman
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 Clark County, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

SUBJECT TO: SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART OF.



Registered
Indexed
Filed
Recd
Mailed

No. 9382
TRANSACTION EXCISE TAX

AUG 19 1981
Amount Paid \$300.00
Skamania County Treasurer
By: [Signature]

The terms and conditions of this contract are as follows: The purchase price is

THIRTY THOUSAND AND NO/100ths

----- \$ 30,000.00) Dollars, of which
Ten Thousand and no/100ths ----- \$ 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 and no/100ths ----- \$ 200.00) Dollars,
or more at purchaser's option, on or before the 14th day of December, 1981
and Two Hundred and no/100ths ----- \$ 200.00) Dollars,

or more at purchaser's option, on or before the 14th 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 Eleven (11) per cent per annum from the 17th day of August, 1981
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 Western Savings & Loan, 4907 N.E. Thurston Way, Vancouver
or at such other place as the seller may direct in writing.

IT IS A CONDITION OF THIS CONTRACT THAT A BALLOON PAYMENT IS TO BE MADE BY THE PURCHASER
IN THE AMOUNT OF \$2,000.00 UPON THE SALE OF SOME PROPERTY TO THE SEVENTH DAY ADVENT CHURCH.
IF SAID SALE IS NOT CLOSED THE BALLOON PAYMENT OF \$2,000.00 TO BE MADE ONLY AT THE OPTION
OF THE PURCHASER.

NOTWITHSTANDING THE AFOREMENTIONED PAYMENT TERMS OF THIS CONTRACT, THE PURCHASER AGREES
TO PAY IN FULL, THE ENTIRE REMAINING PRINCIPAL BALANCE, TOGETHER WITH ANY ACCRUED INTEREST
OWING SELLER, ON OR BEFORE THE FIFTH YEAR AFTER THE CLOSING DATE OF THIS CONTRACT.

As referred to in this contract, "date of closing" shall be August 17, 1981

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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
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 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 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 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 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 devoted 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 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;
- Lien 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, 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.

(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 that may attach after date of closing through any person other than the seller, and subject to the following:

1. Any unpaid taxes and/or assessments.
2. Easements, Covenants, Conditions and restrictions of record.

(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.

Service 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.

Wendell J. Flesch (SEAL)
Wendell J. Flesch

Kathleen Flesch (SEAL)
Kathleen Flesch

Patricia G. Kadow (SEAL)
Patricia G. Kadow

STATE OF WASHINGTON, }
County of Clark } ss. (SEAL)

On this day personally appeared before me Wendell J. Flesch, Kathleen Flesch & Patricia G. Kadow
to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that

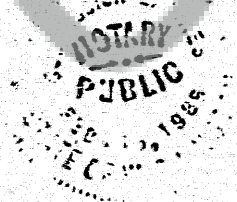
they signed the same as their free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal " is

day of

August, 1981

Callen Hooper
Notary Public in and for the State of Washington
Vancouver
residing at



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON)	
COUNTY OF SHAMANIA) ss	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<i>Shamania C. Little</i>	
OF	<i>Shamania C. Little</i>
AT	<i>13502 W. Aug 19, 1981</i>
WAS RECORDED BY	<i>16</i>
OF	<i>144-147</i>
RECORDS OF SHAMANIA	WASH
<i>Don Messinger</i>	COUNTY AUDITOR
<i>B. Babcock</i>	DEPUTY

DESCRIPTION
SK-12411

EXHIBIT "A"

BOOK 80 P. 146

92961

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT NO. 16 OF THE W. JACK SPRINKEL SURVEY, RECORDED JUNE 2, 1978, UNDER AUDITOR'S FILE NO. 86503, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE NORTH $89^{\circ}29'28''$ WEST, A DISTANCE OF 200.84 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID SAME COURSE, A DISTANCE OF 200.84 FEET; THENCE SOUTH $01^{\circ}08'$ WEST, A DISTANCE OF 813.30 FEET; THENCE NORTH $74^{\circ}15'00''$ EAST, A DISTANCE OF 206.25 FEET; THENCE NORTH $01^{\circ}31'28''$ EAST, A DISTANCE OF 755.61 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT RIGHT OF WAY FOR GEORGENE LANE, (A PRIVATE ROAD) AS SHOWN ON THE FACE OF THE AFTER MENTIONED SHORT PLAT.

ALSO KNOWN AS LOT 3 OF SPRINKEL, W. JACK, SHORT PLAT NO. 1, RECORDED DECEMBER 5, 1978, UNDER AUDITOR'S FILE NO. 87719, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

LOT 2 OF THE W. JACK SPRINKEL SHORT PLAT NO. 1, RECORDED DECEMBER 5, 1978 AND RECORDED UNDER AUDITOR'S FILE NO. 87719, RECORDS OF SKAMANIA COUNTY, WASHINGTON; A RE-PLAT OF TRACT NO. 16 OF THE SURVEY RECORDED JUNE 2, 1978 UNDER AUDITOR'S FILE NO. 86503, IN BOOK 1 OF SURVEYS, PAGE 148, RECORDS OF SKAMANIA COUNTY, WASHINGTON. *pti*

EXHIBIT "B"

1. TERMS, PROVISIONS AND CONDITIONS OF CONTRACT OF SALE DATED APRIL 26, 1979 AND RECORDED MAY 4, 1979, IN BOOK 76 OF DEEDS, PAGE 467, UNDER AUDITOR'S FILE NO. 88473, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

SELLER: W. JACK SPRINKEL AND GEORGENE SPRINKEL, HUSBAND AND WIFE;
PURCHASER: WENDELL J. FLESCH AND KATHLEEN FLESCH, HUSBAND AND WIFE;
(EXCISE TAX PAID UNDER RECEIPT NO. 6660)

2. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, AS GRANTED BY INSTRUMENT:

RECORDED : JANUARY 17, 1978
RECORDING NO. : 85612, BOOK 74 OF DEEDS PAGE 127
RECORDS OF : SKAMANIA COUNTY, WASHINGTON

3. EASEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF AS GRANTED BY INSTRUMENT:

RECORDED : JANUARY 17, 1978
RECORDING NO. : 85613, BOOK 74 OF DEEDS AT PAGE 129

4. EASEMENT AND RECIPROCAL ROAD MAINTENANCE AGREEMENT ON AN EXISTING LOGGING ROAD, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF AS GRANTED BY AND AS RESERVED BY THE GRANTOR, THEIR HEIRS, SUCCESSORS AND ASSIGNS, IN INSTRUMENT:

RECORDED : JANUARY 17, 1978
RECORDING NO. : 85614, BOOK 74 OF DEEDS AT PAGE 130
RECORDS OF : SKAMANIA COUNTY, WASHINGTON

5. EASEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, AS ESTABLISHED BY INSTRUMENT:

RECORDED : APRIL 12, 1978
RECORDING NO. : 86117, BOOK 74 OF DEEDS AT PAGE 570
RECORDS OF : SKAMANIA COUNTY, WASHINGTON

6. EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF AS GRANTED BY INSTRUMENT:

RECORDED : MAY 4, 1979 AND BY CORRECTION RECORDED MAY 11, 1979
RECORDING NO. : IN BOOK 76 OF DEEDS AT PAGE 471 UNDER AUDITOR'S FILE NO. 88476 AND CORRECTED BY INSTRUMENT RECORDED IN BOOK 76 OF DEEDS AT PAGE 519 UNDER AUDITOR'S FILE NO. 88525

RECORDS OF : SKAMANIA COUNTY, WASHINGTON

7. COVENANT TO SHARE IN THE MAINTENANCE OF ROADWAY BY THE GRANTEEES AND THEIR SUCCESSORS IN INTEREST IN PROPORTION TO THEIR USE OF SAID ROADWAY, EASEMENT FOR WHICH WAS GRANTED OVER OTHER LANDS, BY INSTRUMENT

RECORDED : JANUARY 17, 1978
RECORDING NO. : 85613, BOOK 74 OF DEEDS AT PAGE 129
RECORDS OF : SKAMANIA COUNTY, WASHINGTON

8. COVENANT TO SHARE IN THE MAINTENANCE OF THE EXISTING LOGGING ROAD THAT CROSSES PORTIONS OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER CONTINUING SOUTHWESTERLY OVER THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34 OF SAID TOWNSHIP AND RANGE, IN PROPORTION TO THE TOTAL COST OF THE MAINTENANCE. EASEMENT FOR WHICH WAS GRANTED AND RESERVED OVER OTHER LANDS, BY INSTRUMENT

RECORDED : JANUARY 17, 1978
RECORDING NO. : 85614 BOOK 74 OF DEEDS AT PAGE 130
RECORDS OF : SKAMANIA COUNTY, WASHINGTON

9. ROAD MAINTENANCE AGREEMENTS AND COVENANTS TO BEAR EQUAL SHARE OF THE COST OF CONSTRUCTION, MAINTENANCE OR REPAIR OF ROAD, THE EASEMENT FOR WHICH IS RECORDED IN VOLUME 74 OF DEEDS PAGE 570 UNDER AUDITOR'S FILE NO. 86117 OR THE ROADS NOW KNOWN AS WANTLAND ROAD, GEORGENE LANE AND SPRINKEL ROAD, SAID AGREEMENT PROVIDES THAT A LIEN WILL BE PLACED AGAINST THE PROPERTY THAT DOES NOT PAY HIS EQUAL SHARE OF THE MAINTENANCE COSTS IN AGREEMENTS BETWEEN W. JACK SPRINKEL AND GEORGENE, HUSBAND AND WIFE AND WENDELL J. FLESCH AND WIFE KATHLEEN

RECORDED : MAY 4, 1979
RECORDING NO. : BOOK 6 OF AGREEMENTS AND LEASES AT PAGES 154 AND 155 IN AUDITOR'S FILES 88474 AND 88479, RESPECTIVELY INCLUDING ANY SUBSEQUENT ROAD MAINTENANCE AGREEMENTS IN RECORDED PURSUANT TO EASEMENT FOR ROADS REFERENCED ABOVE.

RECORDS OF : SKAMANIA COUNTY, WASHINGTON

10. RESERVATIONS IN DOCUMENT RECORDED AUGUST 7, 1978, IN BOOK 6 OF AGREEMENTS AND LEASES AT PAGE 13, AUDITOR'S FILE NO. 86897, RECORDS OF SKAMANIA COUNTY, WASHINGTON.