

# REAL ESTATE CONTRACT

For Unimproved Property BOOK 135 PAGE 33

116142

THIS CONTRACT made this 1st day of December, 1992, between

JAMES LEETCH AND MAXINE LEETCH, husband and wife, hereinafter called the "seller" and  
RODNEY D. AND BRIAN LEETCH hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller  
the following described real estate with the appurtenances, situate in Skamania County,  
Washington:

SEE ATTACHED

015764

## REAL ESTATE EXCISE TAX

APR 30 1993

PAID 512.00 + 25.60 + 102.40

SKAMANIA COUNTY TREASURER

Free of Incumbrances, except: None

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY *Gary M. Olson*  
APR 30 3:09 PM '93

GARY M. OLSON

Correct  
Filed  
Mailed

On the following terms and conditions: The purchase price is

( \$ 40,000.00 ) Dollars, of which  
( \$ 6,000.00 ) Dollars

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
purchase price as follows:

Five Hundred and 00/100's ----- ( \$ 500.00 ) Dollars.  
or more at purchaser's option, on or before the 1st day of January, 1993  
and Five Hundred and 00/100's ----- ( \$ 500.00 ) Dollars.  
or more at purchaser's option, on or before the 1st day of each then succeeding calendar  
month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay  
interest on the balance of said purchase price and the diminishing amounts thereof at the rate of 6 per cent  
per annum from the day of 19, which interest shall be  
deducted from each monthly installment and the balance of each installment applied in reduction of principal.  
All payments to be made hereunder shall be made at 14015 NE 45th Street, Vancouver,  
Washington 98682  
or at such other place, as the seller may direct in writing.

It is agreed that RODNEY LEETCH AND BRIAN LEETCH are primarily  
responsible for the payments and all costs associated with this  
sale including taxes, insurance, etc.

~~The purchaser may not return the premises~~ The purchasers are in possession of the premises.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining  
thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and any which  
may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the  
premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments,  
the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith  
with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by  
reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such  
taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be  
applied as a payment on account of the purchase price, less any sums which the seller may be required to expend  
in procuring such moneys.

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.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

Glenda J. Kimmel, Skamania County Assessor  
7-6-10-4-1-200-500  
On

deliver to the purchaser a deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Chicago Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid off the Contract, insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

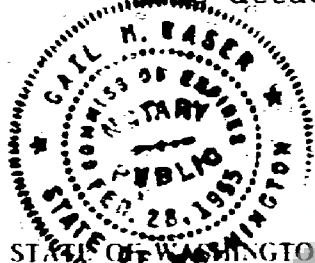
Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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 at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

*Rodney D. Leetch* (Seal)  
Rodney D. Leetch  
*Brian Leetch* (Seal)  
Brian Leetch  
*James L. Leetch* (Seal)  
James L. Leetch  
*Maxine Leetch* (Seal)  
Maxine Leetch

Norman and Shirley Leetch to have equal interest in properties.  
(See attached legal description.)



STATE OF WASHINGTON

County of Clark

On this day personally appeared before me Rodney D Leetch, Brian Leetch, James L Leetch and Maxine Leetch to me known to be the individuals 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 12th day of March 1993

*Gail Waser*

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



Chicago Title Insurance Company

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name *W L Leetch*

Address *14015 NE 45 St.*

City, State, Zip *VANCOUVER Wn. 98682 6919*

THIS SPACE RESERVED FOR RECORDER'S USE

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LEETCH REAL ESTATE CONTRACT

LEGAL DESCRIPTION

PARCEL I

The Northeast quarter of the Northeast quarter of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 18, Township 7 North, Range 6, East of the Willamette Meridian.

SUBJECT TO easement for ingress, and egress and utilities, over the existing roads.

PARCEL II

The Northwest quarter of the Northeast quarter of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian.

SUBJECT TO easement for road purposes to other properties over and across the East 6 feet of said property.

ALSO SUBJECT TO an easement for ingress, and egress and utilities over and across the existing roads.