135154 800% 189 PAGE 289 SKANDALL OF WASH BY Bran Nicklaus Return Address May 14 5,08 Pil 199

AUCTION

GARY M. OLSON Brian & Tina Nicklaus P.O. Box 1015 Stevenson Washington 98648 Document Title 1. Real estate contract REAL ESTATE EXCISE TAX GRANTORS (Last name, first, then first name and middle initials)

(A) 17 1999 2. Nicklaus, Brian & Tina SKANANIA COUNTY TREASURED GRANTEES (Last name, first, then first name and middle initials) 3. Polzel, Craig & Debra 5/14/49 Percel # 3-1-36-3-3-302 Gary H. Martin, Skamania County Asse LEGAL DESCRIPTION

4. Lots 2& 3 of (Subdivision No. SD - 97-01) Subdivision recorded in Book B of Plats on page 89.

REFERENCE NUMBERS of Documents assigned or released;

5. Book B of Plats page 89,

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS

6. 3-7-36-3-3-<del>301</del>-& 302

and the second s

## Real Estate Purchase Contract and Receipt for Deposit

May 11, 1999

Received from Craig and Debbie Polzei the sum of four thousand dollars (\$4,000.). As a deposit on account of the purchase price of the following described real property situated in the City of Stevenson, County of Skamania, State of Washington, to wit: Subdivision SD 97-01 Lot 3; 03-07-36-3-3-0302-00

The entire price to be paid for said above described property is forty thousand dollars (\$40,000.), and the balance thereof, to-wit: thirty-six thousand dollars (\$36,000.), is to be paid as follows: one hundred fifty dollars (\$150.) Per month, at 6% interest. Upon sale of the above described property, the balance shall be paid in full.

Thirty (30) days from May 11, 1999 are allowed purchaser to examine title to said property and report all valid objections thereto to seller, Brian Nicklaus. If no objections are so reported the balance of said purchase price shall be paid by said purchaser in the manner above specified, to Brian Nicklaus. And seller shall thereupon deliver to purchaser a properly executed and acknowledged deed of said property. If any objections to said title are so reported thirty (30) days are to be allowed seller to make said title merchantable, and if at the expiration of said time (unless extended by mutual consent) the title shall not have been perfected, said deposit shall be returned, and in that event seller shall pay for examination of title; but if said sale is not consummated by reason of the failure of purchaser to make payment of the balance of said purchase price when due as herein provided, or comply with the terms hereof, the said deposit shall, at the option of seller be retained by seller and all rights of purchaser hereunder shall terminate.

Taxes for the current fiscal year are to be prorated as of the date of delivery of deed.

Time is of the essence of this agreement.

Brian Micklaire 5/13/99
Seller Date

Date

I agree to purchase the above described property on the terms and conditions hereinabove stated.

Purchaser O Chray

Date 5/14/99 Parcel # 3-7-36-3-3 302

COPY OF ORIGINAL DOCUMENT

Lowry - Ska Co. Keronder