SAFECO

87971

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 76 PAGE 73

SKA 358
S-5-34-300

THIS CONTRACT, made and entered into this 22nd day of January, 1979

between W. JACK SPRINKEL AND GEORGENE SPRINKEL, husband and wife

hereinafter called the "seller," and DENNIS A. MASON AND JANET MASON, husband and wife

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:

legal description attached and made a part hereto:

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

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34; THENCE SOUTH 89° 28' 08" EAST ALONG THE NORTH LINE THEREOF 1257.06 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF A [illegible] FOOT EASEMENT; THENCE FOLLOWING SAID WEST RIGHT-OF-WAY LINE SOUTH 00° 48' 20" WEST, 144.98 FEET; THENCE ALONG THE ARC OF A 970 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 53.[illegible] FEET; THENCE SOUTH 45° 00' 00" WEST, 73.94 FEET; THENCE ALONG THE ARC OF A 970 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 108.40 FEET; THENCE SOUTH 51° 10' 00" WEST, [illegible] FEET; THENCE ALONG THE ARC OF A 970 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 64.90 FEET; THENCE SOUTH 55° 40' 00" WEST, 98.18 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE NORTH 89° 15' 00" WEST, 958.28 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS TRACT 5 ON SURVEY RECORDED JUNE 2, 1978 UNDER AUDITOR'S FILE NO. 87508, IN BOOK 1 OF SURVEYS AT PAGE 14[illegible], RECORDS OF SKAMANIA COUNTY, WASHINGTON.

SUBJECT TO: Mortgage recorded January 17, 1978, under Auditor's File No. 85611. Mortgage recorded September 15, 1978, under Auditor's File No. 87226. Mortgage recorded September 15, 1978 assigned under Auditor's File No. 87227. Terms, provisions, and conditions of contract [illegible] recorded January 1[illegible], 1978, recorded under Auditor's File No. 85615. Road easements [illegible] under Auditor's File No. 86117, 85614, 85611, 85612. Reservation in deed [illegible] recorded under Auditor's File No. 86897.

IN THE EVENT THAT SAID PROPERTY IS REMOVED FROM ITS PRESENT DESIGNATION OF FOREST LAND IT MAY BECOME LIABILE TO ASSESSMENT OF A COMPENSATION TAX FOR PRIOR YEARS. IT IS THEREFORE UNDERSTOOD AND AGREED BETWEEN THE PARTIES HEREIN THAT ANY PENALTY ASSESSED FOR REMOVAL FROM FOREST LAND DESIGNATION, OR ANY TAX ASSESSED DUE TO HARVESTING OF TIMBER, SHALL BE TAKEN CARE OF DIRECT, BETWEEN SELLER AND PURCHASER.

[illegible] against loss or damage by both fire and windstorm in a company acceptable to the seller, and for the benefit of the seller, as his interest may appear, and to pay all premiums thereon and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full insurance on [illegible]

BOOK 76 PAGE 74

No. 6432

TRANSACTION EXCISE TAX

JAN 24 1975

Amount Paid [illegible]

Skamania County Treasurer

By [illegible]

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

EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100 ---------- is 18,500.00 Dollars, of which

ONE THOUSAND AND NO/100 ---------- is 1,000.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FIFTY AND NO/100 ---------- is 150.00 Dollars,

or more at purchaser's option, on or before the 25th day of February, 19 79,

and ONE HUNDRED FIFTY AND NO/100 ---------- is 150.00 Dollars,

or more at purchaser's option, on or before the 25th 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 10% per cent per annum from the 24th day of January, 19 79,

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 W. Jack Sprinkel

or at such other place as the seller may direct in writing 13101 NE Hwy. 99. Vancouver, Washington

Purchaser agrees to pay said Real Estate Contract in full on or before January 24, 1983. It is hereby agreed between purchaser and seller there is to be not timber removed EXCEPT for the purpose of homesites or roads leading to homesite.

As referred to in this contract, "date of closing" shall be date of recordation

(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 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 defects in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens or 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

c. 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.

filed under Auditor's File No. 86117, 8561[illegible],
Reservation in Document recorded under Auditor's File No. 8689[illegible]

(8) Unless a different date is provided for herein, the purchaser as of the [illegible] shall retain possession so long as purchaser is not in default hereunder. The purchaser agrees to keep the sold real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein [illegible] or to maintain insurance, as herein payment or effect such insurance, and any amounts so paid by the seller [illegible] at the rate of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any 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 agreement hereof or to make any payment required hereunder promptly in the time and in the manner declare all the purchaser's rights hereunder terminated, and upon his being so, all payments made improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the take possession of the real estate and no waiver by the seller of any default on the part of the purchaser subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and terminat by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at the address

(11) Upon seller's election to bring suit to enforce any covenant of this contract including suit to eje the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection 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 i the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection w cost of searching records to determine the condition of title at the date such suit is commenced, which su or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and date first written a

4
OCT 1979
RECEIVED
SHAWN [illegible]
AUDITOR
STEVENS, [illegible]

W. Jack Sprinkel by John

Georgene S. [illegible] by John

Dennis R. [illegible]

Janet [illegible]

STATE OF WASHINGTON,
County of } ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and signed the same as

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

REGISTERED
INDEXED
MAILED

NAME

ADDRESS

CITY AND STATE

STATE OF WASHINGTON
County of Clark } ss.

On this 23rd day of January, 19 79, before me p
John R. Blay, who executed the within instrum
Fact for W. JACK SPRINKEL AND GEORGENE SPRINKEL, and acknowledged to me that he/she
the same as his/her free and voluntary act and deed as attorney in fact for W. Jack Sprinkel
for the uses and purposes therein mentioned, and on oath stated that the power of attorne
execution of this instrument has not been revoked and that the said W. Jack Sprinkel and
is now living, and is not incompetent.

Given under my hand and official seal the day and year last above written.

BOOK 76 PAGE 73

REAL ESTATE CONTRACT
(FORM A-1964)

[illegible] entered into this 22nd day of January, 1979

[illegible] SPRINKEL AND GEORGENE SPRINKEL, husband and wife

[illegible] DENNIS R. MASON AND JANET MASON, husband and wife

[illegible] agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described

[illegible] SKAMANIA County, State of Washington:

[illegible] attached and made a part hereto:

[illegible] DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, [illegible], TO-WIT:

[illegible] QUARTER OF THE NORTHEAST QUARTER OF [illegible] 34, [illegible] 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE [illegible] COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

[illegible] IRON ROD AT THE NORTHWEST CORNER OF SAID [illegible] QUARTER OF THE NORTHEAST QUARTER OF SECTION 34; THENCE [illegible] EAST ALONG THE NORTH LINE THEREOF, 1257.06 FEET [illegible] WEST RIGHT-OF-WAY LINE OF A 60 FOOT EASEMENT; [illegible] SAID WEST RIGHT-OF-WAY LINE, SOUTH 00° 48' 50" [illegible]; THENCE ALONG THE ARC OF A 70 FOOT RADIUS CURVE [illegible] ARC DISTANCE OF 53.98 FEET; THENCE SOUTH 45° [illegible] FEET; THENCE ALONG THE ARC OF A 970 FOOT [illegible] THE RIGHT FOR AN ARC DISTANCE OF 104.40 FEET; [illegible] 00" [illegible] 393.49 FEET; THENCE ALONG THE ARC [illegible] CURVE TO THE RIGHT FOR AN ARC DISTANCE OF [illegible] FEET; THENCE SOUTH 55° 00' 00" WEST, 34.18 FEET; THENCE [illegible] SAID WEST RIGHT-OF-WAY LINE NORTH 49° 15' 00" WEST, [illegible] THE POINT OF BEGINNING;

[illegible] AS TRACT 5 ON SURVEY RECORDED JUNE 2, 1978 UNDER [illegible] FILE NO. 86503, IN BOOK 1 OF SURVEYS AT PAGE 168, [illegible] COUNTY, WASHINGTON.

[illegible] Mortgage recorded January 17, 1976, under Auditor's File No. 85611. [illegible] September 15, 1978, under Auditor's File No. 87226. Mortgage [illegible] September 15, 1978 assigned under Auditor's File No. 87227. Terms, prov[illegible] of contract of sale recorded January 17, 1978, recorded [illegible] 85615. Road easements as filed under Auditor's File No. [illegible] 85612. Reservation in document recorded under Auditor's File [illegible]

[illegible] PROPERTY IS REMOVED FROM ITS PRESENT DESIGNATION OF FOREST LAND [illegible] ASSESSMENT OF A COMPENSATION TAX FOR PRIOR YEARS. IT IS [illegible] AGREED BETWEEN THE PARTIES HEREIN THAT ANY PENALTY ASSESSED [illegible] LAND DESIGNATION, OR ANY TAX ASSESSED DUE TO HARVESTING OF [illegible] OF DIRECT, BETWEEN SELLER AND PURCHASER.

[illegible] by both fire and windstorm in a company acceptable to the seller and for the seller's [illegible] premiums therefor and to deliver all policies and renewals thereof to the seller.

BOOK 76 PAGE 74

No. 6432

TRANSACTION EXCISE TAX

JAN 24 1978

Amount Paid $185.00

Skamania County Treasurer

By [illegible]

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

EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100---------- is 18,500.00) Dollars, of which

ONE THOUSAND AND NO/100---------- is 1,000.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FIFTY AND NO/100---------- is 150.00) Dollars,

or more at purchaser's option, on or before the 25th day of February, 19 79,

and ONE HUNDRED FIFTY AND NO/100---------- is 150.00) Dollars,

or more at purchaser's option, on or before the 25th 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 10% per cent per annum from the 24th day of January, 19 79, 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 W. Jack Sprinkel or at such other place as the seller may direct in writing 13101 NE Hwy. 99, Vancouver, Washington

Purchaser agrees to pay said Real Estate Contract in full on or before January 24, 1983. It is hereby agreed between purchaser and seller there is to be not timber removed EXCEPT for the purpose of homesites or roads leading to homesite.

As referred to in this contract, "date of closing" shall be date of recordation

(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 agrees 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 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 after 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 in 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:

87972 BOOK X PAGE 75

(7) The seller agrees, upon receiving full payment of the purchase price with interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, free and clear of all encumbrances except any that may attach on or after date of closing through or through the seller, and subject to the following:

Road Easements as filed under Auditor's File Nos. 86137, 85814, 85813, 85614.
Reservation in Document recorded under Auditor's File No. 46897.

(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 service 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 promptly with to perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein provided, 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 sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to prosecute 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 all 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.

W. Jack Sprinkel By: John R. Elay his attorney-in-fact. (SEAL)

Eugene Sprinkel By: John R. Elay his attorney-in-fact (SEAL)

Dennis R. Mason (SEAL)

Janet Mason (SEAL)

STATE OF WASHINGTON, ss

County of

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of

Notary Public in and for the State of Washington

residing at

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED, DIR.
INDIRECT
FILMED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAGIT

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY ... AT ... 19... AND RECORDED IN BOOK ... AT PAGE ... RECORDS OF SKAGIT COUNTY, WASH.

COUNTY AUDITOR

STATE OF WASHINGTON)

73.90 FEET; THENCE ALONG THE ARC OF A 70 FOOT RADIUS CURVE
LEFT FOR AN ARC DISTANCE OF 53.98 FEET; THENCE SOUTH 47
WEST, 73.90 FEET; THENCE ALONG THE ARC OF A 970 FOOT
DIUS TO THE RIGHT FOR AN ARC DISTANCE OF 104.40 FEET;
SOUTH 51° 10' 00" WEST, 383.44 FEET; THENCE ALONG THE ARC
FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF
FT; THENCE SOUTH 35° 00' 00" WEST, 34.18 FEET; THENCE
AID WEST RIGHT-OF-WAY LINE NORTH 49° 15' 00" WEST,
ET TO THE POINT OF BEGINNING;

N AS TRACT 5 ON SURVEY RECORDED JUNE 2, 1978 UNDER
FILE NO. 86501, IN BOOK 1 OF SURVEYS AT PAGE 118;
F OKANOGAN COUNTY, WASHINGTON.

Mortgage recorded January 17, 1978, under Auditor's File No. 85611.
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conditions of contract of sale recorded January 17, 1978, recorded
or's File No. 85613. Road easements as filed under Auditor's File No.
, 85611, 85612. Reservation in document recorded under Auditor's File

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ICH FOREST LAND DESIGNATION, OR ANY TAX ASSESSED DUE TO HARVESTING OF
, SHALL BE TAKEN CARE OF BY THE BETWEEN SELLER AND PURCHASER.

[illegible] hereby buy, sell and/or trade in the company acceptable to the seller and for the seller's [illegible] premiums therefor and to deliver all policies and renewals thereof to the seller.

ONE THOUSAND AND NO/100---------- ($ 1,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FIFTY AND NO/100---------- ($ 150.00) Dollars or more at purchaser's option, on or before the 25th day of February, 19 79

and ONE HUNDRED FIFTY AND NO/100---------- ($ 150.00) Dollars or more at purchaser's option, on or before the 25th 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 10% per cent per annum from the 24th day of January, 19 79, 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 W. Jack Sprinkel or at such other place as the seller may direct in writing 13101 NE Hwy. 99, Vancouver, Washington

Purchaser agrees to pay said Real Estate Contract in full on or before January 24, 1983. It is hereby agreed between purchaser and seller there is to be not timber removed EXCEPT for the purpose of homesites or roads leading to homesite.

As referred to in this contract, "date of closing" shall be date of recordation

(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 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 STEWART Title Guaranty 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:

a. Printed general exceptions appearing in said policy form.

b. Liens or 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

c. 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.

STATE OF WASHINGTON, } ss.

County of _____ John Pasch _____ (SEAL)

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____

_____ *Notary Public in and for the State of Washington*

residing at _____

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY _____ OF _____ 19__ RECORDED IN BOOK _____ AT PAGE _____ RECORDS OF SKAMANIA COUNTY, WASH.

_____ COUNTY AUDITOR

REGISTERED

INDEXED

DIR.

INDEX

MAILED

STATE OF WASHINGTON } ss

County of Clark

SAFECO

On this 23rd day of January, 19 79, before me personally appeared John R. Blay who executed the within instrument as Attorney in Fact for W. JACK SPRINKEL AND GEORGENE SPRINKEL and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed as attorney in fact for W. Jack Sprinkel and Georgene Sprinkel for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said W. Jack Sprinkel and Georgene Sprinkel is now living, and is not incompetent.

Given under my hand and official seal the day and year last above written.

(Seal)

(Signature)

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

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