

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 14th day of Feb, 1973, by and between JACK SPRING and MELBA E. SPRING, husband and wife, hereinafter called the "sellers", and JAMES P. BUTLER, hereinafter called the "purchaser", WITNESSETH:

The sellers agree to sell to the purchaser, and the purchaser agrees to buy of the sellers, the real property more particularly described on Schedule "A", which is attached hereto, specifically referred to and by this reference incorporated herein, situate in Skamania County, State of Washington.

The terms and conditions of this contract are:

The purchase price is SIXTEEN THOUSAND, TWO HUNDRED FIFTY DOLLARS (\$16,250.00), of which One Thousand, Six Hundred Twenty-Five Dollars (\$1,625.00) have been paid, the receipt of which is hereby acknowledged, and the balance of FOURTEEN THOUSAND, SIX HUNDRED TWENTY-FIVE DOLLARS (\$14,625.00) shall be paid as follows:

In monthly installments of ONE HUNDRED TWENTY-TWO and 34/100 DOLLARS (\$122.34) each, beginning with the 15th day of February, 1979, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at 8% per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal.

The purchaser is entitled to physical possession of the subject property on February 14, 1973.

The purchaser agrees to pay before delinquency all taxes and assessments which may, as between sellers and purchaser, hereafter become a lien on the real estate; and purchaser agrees to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to sellers and for the benefit of the sellers or purchaser as their interest may appear, and to pay all premiums therefor until the purchase price is fully paid, and to deliver to sellers the insurance policies, renewal and premium receipts.

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises or any part thereof for any illegal purpose.

In the event the purchaser shall fail to make any payment hereinbefore provided, the sellers may pay such taxes or assessments and effect such insurance, and any amount so paid by the sellers shall be deemed a part of the purchase price and shall become payable forthwith, without prejudice to any other right of sellers by reason of such failure.

The purchase agrees that a full inspection of the premises has been made and that neither the sellers nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

At such time as this contract has been paid in full, the sellers agree to procure a purchaser's policy of title insurance, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the sellers to the real estate herein described or by reason of prior liens not assumed by the purchaser in this contract.

The sellers further agree, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchaser a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the sellers.

This contract may not be assigned or hypothecated, nor may the property be sold or encumbered in any way whatsoever without the written consent of the sellers.

No timber shall be removed from the property without the written consent of the sellers; provided the sellers agree that they will give reasonable consent to such requests for releases from this clause if they deem, in their discretion, that any such waiver of any provision of this clause will not jeopardize their security. PROVIDED FURTHER, that any such waiver will not act to void this clause as it pertains to the balance of the property.

TIME IS OF THE ESSENCE of this agreement. If the purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchaser's rights hereunder terminated, and upon their doing so all payments made by the purchaser hereunder, and all improvements placed upon the premises, shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at such address as the purchaser shall indicate to the seller in writing. If the sellers, within six months after such forfeiture, shall commence an action to procure an adjudication of the termination of the purchaser's rights under this contract, 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.

Or the sellers may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the sellers and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchaser, are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the sellers of any default on the part of the purchaser shall be construed as a waiver of any

subsequent default.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the moneys received by the sellers by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the sellers may be required to expend in procuring such money, or, at the election of the sellers, to the rebuilding or restoration of the premises.

The payments called for herein are to be made at M. P. 1894

Shannon Co. Rd. Skamania 98648
Stevenson, wa.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate the day and year first above written.

SELLERS:

Jack Spring
Melba E. Spring

PURCHASER:

James P. Butler

STATE OF WASHINGTON

ss.

County of Skamania

This is to certify that on this 10 day of April, 1979, personally appeared before me JACK SPRING and MELBA E. SPRING, his wife, and JAMES P. BUTLER, to me known to be the persons named in and who executed the 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 10 day of April, 1979.

[Signature]
Notary Public in and for the State of Washington, residing at Stevenson

6541

TRANSACTION CLERK

APR 11 1979
AR 11 1979

Skamania County, Washington
By [Signature]

SCHEDULE "A"

(Real Estate Contract dated Feb 15th, 1979, by and between JACK SPRING and MELBA E. SPRING, his wife, as sellers, and JAMES P. BUTLER, purchaser)

REAL PROPERTY - Skamania County, Washington

Commencing at a point on the North line of the Northwest quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, 1090.60 feet North 88° 55' 59" West from the Northeast corner of said Northwest Quarter of Section 34; thence South 01° 18' 38" West parallel to the East line of said Northwest quarter of Section 34, 118.42 feet to a point 1091.11 feet North 88° 55' 59" West, and 118.42 feet South 01° 04' 01" West from the Northeast corner of said Northwest quarter as measured along the North line of said Northwest quarter and at right angles to said North line;

thence South 65° 51' 54" East 55.79 feet;
thence South 21° 46' 51" East 156.61 feet;
thence South 38° 27' 37" East 72.94 feet to the POINT OF BEGINNING of Lot 2 of Jack Spring's Short Plat recorded in Book 2, page 87;

thence South 62° 06' 04" East 182.05 feet;
thence South 35° 52' 35" West 97.72 feet;
thence South 25° 21' 42" West 126.68 feet;
thence South 15° 44' 49" West 198.53 feet to a point 928.31 feet North 88° 55' 59" West and 810.78 feet South 01° 04' 01" West from the Northeast corner of said Northwest quarter of Section 34, as measured along the North line of said Northwest quarter of Section 34 and at right angles to said North line;

thence North 74° 15' 11" West 30.00 feet;
thence South 58° 06' 45" West 633 feet more or less to the center of Duncan Creek;

thence Northwesterly along the center of said creek to a point that bears South 51° 12' 46" West from the POINT OF BEGINNING.

thence North 51° 12' 46" East 880 feet more or less to the POINT OF BEGINNING.

(Containing 6.5 Acres, more or less)

TOGETHER WITH AND SUBJECT TO a 60.00 foot easement for ingress, egress and public utilities, over, under and across the property lying 30.00 feet on each side of the following described centerline: BEGINNING at a point on the East line of said Northwest quarter of Section 34, South 01° 18' 38" West 424.45 feet from the Northeast corner of said Northwest quarter of Section 34; thence North 88° 49' 40" West 768.29 feet; thence North 62° 06' 04" West 182.05 feet; thence North 38° 27' 37" West 72.94 feet; thence North 21° 46' 51" West 156.61 feet; thence North 65° 51' 54" West 55.79 feet to a point 1091.11 feet North 88° 55' 59" West and 118.42 feet South 01° 04' 01" West from the Northeast corner of said Northwest Quarter of Section 34 as measured along the North line of said Northwest quarter of Section 34 and at right angles to said North line, said point being the end of said 60 foot easement.

ALSO TOGETHER WITH AND SUBJECT TO A 60 foot easement for ingress, egress and public utilities, over, under and across the property lying 30.00 feet on each side of the following described centerline: BEGINNING at a point on the East line of said Northwest quarter of Section 34, South 01° 18' 38" West 424.45 feet from the Northeast corner of said Northwest quarter of Section 34; thence North 88° 49' 40" West 768.29 feet to the point of beginning for this easement; thence South 35° 52'

SCHEDULE "A" - Page 2

(Real Estate Contract dated Feb 15th, 1979, by and between JACK SPRING and MELBA E. SPRING, his wife, as sellers, and JAMES P. BUTLER, purchaser)

(Cont'd)

35" West 97.72 feet; thence South 25° 21' 42" West 126.68 feet; thence South 15° 44' 49" West 198.53 feet to a point 928.31 feet North 88° 55' 59" West and 810.78 feet South 01° 04' 01" West from the Northeast corner of said Northwest quarter of Section 34, as measured along the North line of said Northwest quarter of Section 34 and at right angles to said North line, said point being the end of said 60 foot easement.

88207

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY

Jack Spring
Melba E. Spring

11:00 AM March 19, 79

IN BOOK 76

Deed 11:00 AM

STATE OF WASHINGTON

James P. Butler
SECURITY MONITOR

James P. Butler

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARSED	<input type="checkbox"/>
MAILED	<input type="checkbox"/>