

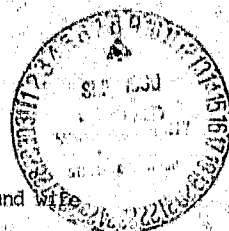


91215

REAL ESTATE CONTRACT
(FORM A 1964)

BOOK 78

PAGE 633

SAFECO
SK 15047
2-5-34-800THIS CONTRACT, made and entered into this 29th day of August, 1980
between W. JACK SPRINKEL and GEORGENE SPRINKEL, husband and wifehereinafter called the "seller," and MERLIN J. ROESEN and MARY K. ROESEN, 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:

SEE EXHIBIT "A" ATTACHED AND THEREBY MADE A PART HEREOF

SUBJECT TO: Mortgage dated January 12, 1978 and recorded January 17, 1978 in Book 55 of Mortgages, at Page 66-68 under Auditors File No. 85611, and Mortgage dated 2/8/78, recorded 9/17/78 in Book 55 of Mortgages, at Page 798, under Auditors File No. 87226, which Mortgages Seller will continue to pay according to their terms and conditions and in accordance with Paragraph 6 below; Timber Contract of Sale dated 1/12/78, recorded 1/17/78 in Book 74, Page 131; Easements of Record; Road Maintenance Agreements of record;

The terms and conditions of this contract are as follows: The purchase price is TWENTY-FOUR THOUSAND AND NO/100ths---

FIVE THOUSAND AND NO/100ths----- \$ 24,000.00 Dollars, of which

\$ 5,000.00 Dollars, to be

ONE HUNDRED EIGHTY-THREE and 36/100ths----- 183.36 Dollars

at or before the 2nd day of October 1980

and ONE HUNDRED EIGHTY-THREE and 36/100ths----- 183.36 Dollars

at or before the 2nd day of September 1980

and ten (10) per cent down payment from the 2nd day of September 1980

The balance of each payment shall be paid in cash or by check to the order of the seller.

All payments shall be made to M to J. Jack Sprinkel at 7902 N. E. St. Johns Blvd.

Vancouver, WA 98665

NOTWITHSTANDING the aforementioned payment terms of this contract, the Purchaser agrees to pay an additional FIVE THOUSAND AND NO/100ths (\$5,000.00) within three (3) years from date of closing and to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, within six (6) years from date of closing.

and Exhibit "C"

SEE EXHIBIT "B" FOR FURTHER CONDITIONS.

September 2, 1980

The seller hereby agrees and agrees to pay before closing all taxes and assessments that may be levied on the property and the purchaser agrees to pay the balance of the purchase price and the balance of the mortgage payments and the balance of the taxes and assessments that may be levied on the property after closing.

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W. Jack Sprinkel
W. Jack Sprinkel, by John Blay, his attorney in fact (SEAL)

Georgene Sprinkel
Georgene Sprinkel, by John Blay, her attorney in fact (SEAL)

Merlin J. Roosen
Merlin J. Roosen (SEAL)

Mary K. Roosen
Mary K. Roosen (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me MERLIN J. ROESEN AND MARY K. ROESEN
to me known to be the individual 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 29th day of August, 1980

Notary Public in and for the State of Washington
residing at



SAFECO

SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

7693

Filed for Record at Request of

No. 7693
TRANSACTION EXCISE TAX

NAME W. JACK SPRINKEL

ADDRESS 7902 N. E. St. Johns Road

CITY AND STATE Vancouver, WA 98665

STATE OF WASHINGTON

County of Clark

On this 29th day of August, 1980, before me personally appeared John Blay, who executed the within instrument as Attorney in Fact for W. Jack Sprinkel & 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 & 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 John Blay is now living, and is not incompetent.

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



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

Vancouver,

REVISED LOT 13

A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 5 EAST, OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A FIVE-EIGHTS INCH (5/8") IRON ROD AT THE NORTH-EAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE SOUTH 01° 10' 11" WEST ALONG THE EAST LINE THEREOF 442.55 FEET;

THENCE SOUTH 53° 00' 00" WEST, 995.15 FEET TO A HALF INCH (1/2") IRON ROD ON THE EAST RIGHT-OF-WAY LINE OF A 50 FOOT EASEMENT;

THENCE FOLLOWING SAID EAST RIGHT-OF-WAY LINE ALONG THE ARC OF A 270 FOOT RADIUS CURVE TO THE RIGHT (THE INCOMING TANGENT OF WHICH IS NORTH 08° 20' 00" WEST) FOR AN ARC DISTANCE OF 116.24 FEET;

THENCE NORTH 15° 20' 00" EAST, 51.04 FEET;

THENCE ALONG THE ARC OF A 230 RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 52.25 FEET;

THENCE NORTH 04° 10' 00" WEST, 10.11 FEET;

THENCE ALONG THE ARC OF A 230 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 57.54 FEET;

THENCE NORTH 12° 30' 00" WEST, 11.55 FEET;

THENCE ALONG THE ARC OF A 100 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 70.16 FEET TO A HALF INCH (1/2") IRON ROD;

THENCE NORTH 32° 40' 00" EAST, 810.52 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89° 28' 00" EAST, 101.61 FEET TO THE POINT OF BEGINNING;

ALSO BEING LOT 13 OF AMENDED SURVEY UNDER AUDITOR'S FILE NO. 98865 IN BOOK 1 OF SURVEYS AT PAGE 24-27 AMENDING SURVEY UNDER AUDITOR'S FILE NO. 86507 RECORDS OF SKAMANIA COUNTY, WASHINGTON.

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ADDENDUM
EXHIBIT "B"

Book 78

Page 636

To Earnest Money Agreement # 62907, dated August 8, 1980

- Seller will give deed releases for each additional \$2,400.00, per acre, paid on the principal balance over and above regular monthly payments.

Location of said deed releases shall be mutually agreed upon between the Seller and the Purchaser, and are to be granted to allow ingress and egress to the balance of said property.

Seller will Indemnify Purchaser in the event that Stinson Lumber Company should remove any further conifer trees, as per TimberPurchase Contract dated January 12, 1978, recorded January 17, 1978 in Book 74 Page 131, records of Skamania County, Washington. This Indemnity will become Null and Void October 15, 1980, at which time said TimberPurchase Contract terminates.

Dated this 29th day of August, 1980


W. Jack Sprinkel, by John Blay, his
attorney in fact


Georgene Sprinkel, by John Blay, her
attorney in fact

Seller


Merlin J. Roosen


Mary K. Roosen

Purchaser

91215

Exhibit "C"

BOOK 78

PAGE 637

ROAD MAINTENANCE AGREEMENT

It is agreed that all property owners that own land on the roads as recorded in Volume 74, Page 570 #86117, Skamania County Deed Records, or the roads now known as Wantland Road, Georgene Lane, Sprinkel Road, will on or about the 15th of August each year and every year thereafter, beginning August 15, 1981, by separate bid from at least three independent contractors maintain or exceed the condition of said road tract. This cost will be shared equally by all property owners. If the property owner does not pay his equal share, a lien will be placed against that property owners portion of land as recorded.

If any property owner of his constituents causes or creates excess wear or damage to said road(s), that party will stand liable and pay costs required to recondition road back to its prior condition.

Seller

Buyer

Seller

Buyer