



91215

REAL ESTATE CONTRACT (FORM A 1964)

BOOK 78

PAGE 633

SAFECO SK 15047 2-5-34-800



THIS CONTRACT made and entered into this 29th day of August, 1980 between W. JACK SPRINKEL and GEORGINE SPRINKEL, husband and wife hereinafter 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 \$ 5,000.00 Dollars, of which the balance of said purchase price shall be paid as follows: ONE HUNDRED EIGHTY-THREE and 36/100ths 183.36 Dollars on or before the 2nd day of October and ONE HUNDRED EIGHTY-THREE AND 36/100ths 183.36 Dollars on or before the 2nd day of September ten (10) per cent per annum from the 2nd day of September 80

All payments to be made shall be made to M. 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

1. The seller agrees to sell and the purchaser agrees to buy the above described property... 2. The purchaser agrees to pay the purchase price... 3. The seller warrants that the title to the property is free from all liens... 4. The seller shall be obligated to provide title insurance... 5. The seller shall be obligated to provide a deed... 6. The seller shall be obligated to provide a certificate of title... 7. The seller shall be obligated to provide a statement of title... 8. The seller shall be obligated to provide a statement of title... 9. The seller shall be obligated to provide a statement of title... 10. The seller shall be obligated to provide a statement of title...

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty of fulfillment of all covenants, conditions and obligations of the deed to said real estate, excepting any easements of record and subject to the following:  
 Easements of Record  
 Road Maintenance Agreements of record.

(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 services 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, and 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 comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, 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 subsequent default.

Seller 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 sums shall be 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 hereunder, and judgment is 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 the reasonable cost of securing 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*  
 W. Jack Sprinkel, by John Blay, his attorney in fact

*Gertrude Sprinkel*  
 Gertrude Sprinkel, by John Blay, her attorney in fact

*Marilyn J. Roesen*  
 Marilyn J. Roesen

*Mary K. Roesen*  
 Mary K. Roesen

STATE OF WASHINGTON

County of Clark

On this day personally appeared before me **MARILYN J. ROESEN AND MARY K. ROESEN**

to me known to be the individual described in and who executed the within and foregoing instrument, and who 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  
 My Comm. Expires



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

No. 7693  
 TRANSACTION EXCISE TAX  
 SEP 3 1980  
 Amount Paid: \$225.00

Skamania County, WA  
 Skamania County Treasurer  
 433  
 78

NAME: W. JACK SPRINKEL  
 ADDRESS: 7902 N. E. St. Johns Road  
 CITY AND STATE: Vancouver, WA 98665



*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. Roesen*  
Merlin J. Roesen (SEAL)

*Mary K. Roesen*  
Mary K. Roesen (SEAL)

STATE OF WASHINGTON,  
County of Clark } ss.

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

THIS SPACE RESERVED FOR RECORDER'S USE



SAFECO TITLE INSURANCE COMPANY

7693

Filed for Record at Request of

No. TRANSACTION ENGINE 111

NAME W. JACK SPRINKEL  
ADDRESS 7902 N. E. St. Johns Road  
CITY AND STATE Vancouver, WA 98665

STATE OF WASHINGTON  
County of Clark } ss.



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)

(Signature)

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 (3/8") IRON ROD AT THE NORTH-EAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE SOUTH 01° 10' 12" 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 116.34 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 82.25 FEET;

THENCE NORTH 04° 10' 00" WEST, 12.56 FEET;

THENCE ALONG THE ARC OF A 230 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 87.54 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, 810.50 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89° 25' 00" EAST, 101.50 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.

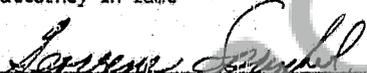
Location of said deed releases shall be mutually agreed upon between the Seller and the Purchaser, and are to be granted to allow ingress and egress to the balance of said property.

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

  
Merlin J. Roosen

  
Georgene Sprinkel, by John Blay, her  
attorney in fact

  
Mary K. Roosen

Seller

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.

*W. Paul Smith*  
Seller

*Martin Krause*  
Buyer

*Lorenz Smith*  
Seller

*Mary K. Roosen*  
Buyer

Unofficial Copy