



91216

REAL ESTATE CONTRACT (FORM A-1964)

BOOK 75

PAGE 338

SAFECO
SF 11963
2 S 24 550

THIS CONTRACT made and entered into this 2nd day of July, 1960

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

and GARY L. STROBEIN, a single man and WILLIAM T. STROBEIN, a single man

of the County of Skowhegan, State of Maine, and the purchase price is TWENTY SIX THOUSAND NINE HUNDRED AND NO/100ths Dollars (\$26,900.00)

SUBJECT TO: See Exhibit "B" Attached Hereto and made a part of.



The terms and conditions of this contract are as follows: The purchase price is TWENTY SIX THOUSAND NINE HUNDRED AND NO/100ths Dollars (\$26,900.00). Down payment of \$1,000.00. Two Hundred Thirty Eight and no/100ths Dollars (\$238.00) per month. Interest rate of 10% per annum.

Notwithstanding the aforementioned payment terms of this Contract, the purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, within Three (3) years from date of closing.

It is a further condition of this contract that the purchaser is to have one-half of the spring that is presently developed on said property.

The Parties acknowledge that there are delinquent taxes and said taxes are presently under foreclosure and/or open space classification. Seller agrees to apply for renewal of said licenses from said interland classification. The seller agrees to pay all delinquent***

1. The purchaser shall be bound by all the terms and conditions of this contract... 2. The purchaser shall be bound by all the terms and conditions of this contract... 3. The purchaser shall be bound by all the terms and conditions of this contract... 4. The purchaser shall be bound by all the terms and conditions of this contract... 5. The purchaser shall be bound by all the terms and conditions of this contract...

***Taxes and the compensating taxes due upon said interland classification.

(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 title and a deed in said real estate, excepting any easements or other interests in said real estate, excepting any liens or encumbrances existing at the date of closing through any reason other than the seller, and subject to the following:

Fulfillment

See ATTACHED EXHIBIT "C" attached hereto and made a part of.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the 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 the same to fall into disrepair, or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all taxes, 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) If, in the purchaser fails to make any payment herein provided for to maintain, improve, or otherwise required, the seller shall, upon such demand or notice, such insurance, and any amounts expaid by the seller, together with interest at the rate of 10% per annum, within one month of the date of payment and demand, shall be recoverable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) This is of the essence of the contract, and it is agreed that in case the purchaser fails 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 order his doing so, all in writing, made by the purchaser hereunder and a mortgage or liens placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the 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.

Servic 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 prepaid, return receipt requested, directed to the purchaser to his home address known to the seller.

(11) Upon seller's election to bring suit to enforce any provision of this contract, the seller shall be entitled to collect any payment or amount hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and the seller shall be entitled to 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 shall be entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and the seller shall be entitled to any judgment or decree entered in such suit.

WITNESSETH, the parties hereto have executed this instrument as of the date first written above.

No. **7694**
TRANSACTION EXCISE TAX

SEAL 311300
 Amount Paid: **2,475.00**
 State of Washington
 Secretary of State

Gary L. Stroehn
 Gary L. Stroehn

William T. Stroehn
 William T. Stroehn

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

STATE OF WASH. - VICTOR
 County of Clark
 On this day of July, 1980, the within instrument was executed by **Gary L. Stroehn and William T. Stroehn**

Fact for **W. Jack Sprinkel & Gerogene Sprinkel**, by **John Blay**, her attorney in fact.

to be the actual, true and correct deed and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed.

Witness my hand and official seal this **3rd** day of **July**, 1980.

Sherry S. Brandberg
 Sherry S. Brandberg
 Notary Public in and for the State of Washington

STATE OF WASHINGTON
 County of Clark



On this **3** day of **July**, 1980, before me personally appeared **John Blay**, who executed the within instrument as Attorney in Fact for **W. Jack Sprinkel & Gerogene Sprinkel**, and acknowledged to me that he/she signed and sealed the same in his/her free and voluntary act and deed as attorney in fact for **W. Jack Sprinkel & Gerogene 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 he 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)
Sherry S. Brandberg
 (Signature)
 Notary Public in and for the State of Washington, residing at **Vancouver**

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ATTORNEY IN FACT

RECORDED
 CITY AND STATE

91216

DESCRIPTION
SK-11963

EXHIBIT "A"

Lot 18;

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 5/8" IRON ROD AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89° 30' 12" EAST, ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER, 568.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 60 FOOT ROAD EASEMENT; THENCE FOLLOWING SAID EAST RIGHT-OF-WAY LINE NORTH 08° 20' 00" WEST, 277.50 FEET TO A 1/2" IRON ROD; THENCE ALONG THE ARC OF A 270 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 116.24 FEET; THENCE NORTH 16° 20' 00" EAST, 61.24 FEET; THENCE ALONG THE ARC OF A 230 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 82.29 FEET; THENCE NORTH 04° 10' 00" WEST, 29.16 FEET; THENCE ALONG THE ARC OF A 230 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 57.54 FEET; THENCE NORTH 18° 30' 00" WEST 17.59 FEET; THENCE ALONG THE ARC OF A 105 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 145.16 FEET; THENCE SOUTH 76° 50' 00" WEST, 132.14 FEET; THENCE ALONG THE ARC OF A 530 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 40.08 FEET; THENCE SOUTH 72° 30' 00" WEST, 178.27 FEET; THENCE ALONG THE ARC OF A 120 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 63.07 FEET; THENCE NORTH 75° 00' 00" WEST, 33.46 FEET; THENCE ALONG THE ARC OF A 170 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 65.28 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 13° 35' 00" WEST 653.20 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 89° 30' 12" EAST ALONG SAID SOUTH LINE 230.09 FEET TO THE POINT OF BEGINNING.

SEARCHED	
INDEXED	
SERIALIZED	
FILED	

ALL THE COUNTY TAXES DUE ON THE WITHIN
 SECTION OF SAID COUNTY, FREELY BY
 Skamania County, State of
 Washington, Wa.
 at 4:05 P.M. Sept. 2, 1922
 THIS DEED WAS FILED FOR RECORD
 IN DEED BOOK 78
 IN DISTRICT OF S.W. 1/4
 TOWNSHIP 2 NORTH, RANGE 5 EAST
 OF THE WILLAMETTE MERIDIAN, WASH.
 J. P. Dwyer
 COUNTY AUDITOR
 B. L. Lusk

1. TAX LOT NO. 2-5-54-500. DELINQUENT TAXES FOR THE YEAR 1980 IN THE AMOUNT OF \$685.37 AND \$6.21 FIRE PATROL, PLUS INTEREST. (INCLUDES OTHER PROPERTY.)
DELINQUENT TAXES FOR THE REMOVAL OF TIMBERLAND AND/OR OPEN SPACE IN THE AMOUNT OF \$3,946.00, PLUS INTEREST.
2. LIEN OF REAL ESTATE EXCISE TAX, IF ANY, UPON SALE OF SAID PREMISES, IF UNPAID.
3. MORTGAGE DATED JANUARY 12, 1978 AND RECORDED JANUARY 17, 1978 IN BOOK 55 OF MORTGAGES, AT PAGES 66-68, UNDER AUDITOR'S FILE NO. 85611, IN THE OFFICE OF THE RECORDING OFFICER OF SKAMANIA COUNTY, STATE OF WASHINGTON, TO SECURE AN INDEBTEDNESS OF \$193,000.00 AND ANY INTEREST, ADVANCES OR OTHER OBLIGATIONS SECURED THEREBY.
MORTGAGOR: W. JACK SPRINKEL AND LEO GENE SPRINKEL, HUSBAND AND WIFE;
MORTGAGEE: RICHARD R. WANTLAND AND JOSEPHINE WANTLAND, HUSBAND AND WIFE; (INCLUDES OTHER PROPERTY.) Which the Seller will continue to pay according to its terms and conditions and in accordance with paragraph 6 below;
4. MORTGAGE DATED FEBRUARY 8, 1978 AND RECORDED SEPTEMBER 17, 1978 IN BOOK 55 OF MORTGAGES, AT PAGE 798, UNDER AUDITOR'S FILE NO. 87223, IN THE OFFICE OF THE RECORDING OFFICER OF SKAMANIA COUNTY, WASHINGTON, TO SECURE AN INDEBTEDNESS OF \$11,000.00 AND ANY INTEREST, ADVANCES OR OTHER OBLIGATIONS SECURED THEREBY;
MORTGAGOR: W. JACK SPRINKEL AND GEORGENE SPRINKEL, HUSBAND AND WIFE;
MORTGAGEE: LEE BELKNAP REAL ESTATE; (INCLUDES OTHER PROPERTY.); Which the Seller will continue to pay according to its terms and conditions and in accordance with Paragraph 5 below;
ASSIGNED BY ASSIGNMENT OF MORTGAGE DATED SEPTEMBER 7, 1978 AND RECORDED SEPTEMBER 15, 1978, UNDER AUDITOR'S FILE NO. 87227, TO IRWIN P. JESSEN, A SINGLE MAN, RECORDS OF SKAMANIA COUNTY, WASHINGTON.
5. TIMBER CONTRACT OF SALE, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF AND THE EFFECT OF ANY FAILURE TO COMPLY WITH SUCH TERMS, COVENANTS AND PROVISIONS;
SELLER : W. JACK SPRINKEL AND GEORGENE SPRINKEL, HUSBAND AND WIFE;
PURCHASER : STIMPSON LUMBER COMPANY
DATED : JANUARY 12, 1978
RECORDED : JANUARY 17, 1978
RECORDING NO : 85615
KTX RECEIPT : 2460
(INCLUDES OTHER PROPERTY.)
6. ROAD EASEMENT FILED UNDER AUDITOR'S FILE NO. 85617, IN BOOK 74 OF DEEDS, AT PAGE 270, ON APRIL 12, 1978, IN THE OFFICE OF THE RECORDING OFFICER OF SKAMANIA COUNTY, WASHINGTON. ROAD MAINTENANCE COSTS TO BE SHARED EQUALLY BETWEEN PARTIES USING THE SAME FOR THEIR BENEFIT.
7. ROAD EASEMENT FILED UNDER AUDITOR'S FILE NO. 85614, IN BOOK 74 OF DEEDS, AT PAGE 130, ON JANUARY 17, 1978 IN THE OFFICE OF THE RECORDING OFFICER OF SKAMANIA COUNTY, WASHINGTON.
8. ROAD EASEMENT FILED UNDER AUDITOR'S FILE NO. 85613, IN BOOK 74 OF DEEDS, AT PAGE 131, ON JANUARY 17, 1978, IN THE OFFICE OF THE RECORDING OFFICER OF SKAMANIA COUNTY, WASHINGTON.
9. ROAD EASEMENT FILED UNDER AUDITOR'S FILE NO. 85612, IN BOOK 74 OF DEEDS, AT PAGE 127, ON JANUARY 17, 1978, IN THE OFFICE OF THE RECORDING OFFICER OF SKAMANIA COUNTY, WASHINGTON.
10. A PERPETUAL AND NON-REVOCATIVE EASEMENT FOR HIGHWAYS, EGRESS AND UTILITY PURPOSES, RECORDED MAY 4, 1979 IN BOOK 76 AT PAGE 411, UNDER AUDITOR'S FILE NO. 85476.
GRANTOR : W. JACK SPRINKEL AND GEORGENE SPRINKEL, HUSBAND AND WIFE;
GRANTEE : RICHARD F. WANTLAND AND JOSEPHINE WANTLAND, HUSBAND AND WIFE;
ALSO EASEMENT DEED RECORDED UNDER AUDITOR'S FILE NO. 85575, BOOK 76 AT PAGE 519, TO CORRECT LEGAL DESCRIPTION AND TERMS OF EASEMENT IN AUDITOR'S FILE NO. 85476.
11. AN EASEMENT FOR A PIPELINE FOR THE TRANSPORTATION OF NATURAL GAS, OIL, AND THE PRODUCTS THEREOF GRANTED TO THE PACIFIC NORTHWEST PIPELINE CORPORATION A DELAWARE CORPORATION, BY RIGHT-OF-WAY CONTRACT DATED DECEMBER 3, 1955 AND RECORDED JANUARY 4, 1956, AT PAGE 492, OF BOOK 40 OF DEEDS, UNDER AUDITOR'S FILE NO. 49343, RECORDS OF SKAMANIA COUNTY, WASHINGTON.
12. ROAD MAINTENANCE AGREEMENT RECORDED MAY 4, 1979 IN BOOK 5 OF AGREEMENTS AND LEASES AT PAGE 145 UNDER AUDITOR'S FILE NO. 85479, RECORDS OF SKAMANIA COUNTY, WASHINGTON.
13. ROAD MAINTENANCE AGREEMENT RECORDED AUGUST 7, 1978 IN BOOK 6 OF AGREEMENTS AND LEASES AT PAGE 13, UNDER AUDITOR'S FILE NO. 85967, RECORDS OF SKAMANIA COUNTY, WASHINGTON.
14. ROAD MAINTENANCE AGREEMENT RECORDED SEPTEMBER 13, 1979 IN BOOK 6 OF AGREEMENTS AND LEASES AT PAGE 205, UNDER AUDITOR'S FILE NO. 85478, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

EXHIBIT "C"

Lien of Real Estate Excise Tax, if any, upon sale of said premises, if unpaid
ANY UNPAID TAXES AND OR ASSESSMENTS for the year 1980.

TIMBER CONTRACT OF SALE, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF AND THE EFFECT OF ANY FAILURE TO COMPLY WITH SUCH TERMS, COVENANTS AND PROVISIONS:

SELLER : W. JACK SPRINKEL AND GEORGINE SPRINKEL, HUSBAND AND WIFE;
PURCHASER : STIMPSON LUMBER COMPANY
DATED : JANUARY 12, 1978
RECORDED : JANUARY 17, 1978
RECORDING NO : 86710
XTR RECEIPT : 5419

(INCLUDES OTHER PROPERTY.)
ROAD AGREEMENT FILED UNDER AUDITOR'S FILE NO. 86117, IN BOOK 74 OF DEEDS, AT PAGE 12, ON APRIL 12, 1978, IN THE OFFICE OF THE RECORDING OFFICER OF SHAWANNA COUNTY, WASHINGTON. ROAD MAINTENANCE COSTS TO BE SHARED EQUALLY BETWEEN PARTIES WITH THE SAME PER THEIR SHARE.
ROAD AGREEMENT FILED UNDER AUDITOR'S FILE NO. 86118, IN BOOK 74 OF DEEDS, AT PAGE 136, ON JANUARY 17, 1978 IN THE OFFICE OF THE RECORDING OFFICER OF SHAWANNA COUNTY, WASHINGTON.
ROAD AGREEMENT FILED UNDER AUDITOR'S FILE NO. 86119, IN BOOK 74 OF DEEDS, AT PAGE 137, ON JANUARY 17, 1978, IN THE OFFICE OF THE RECORDING OFFICER OF SHAWANNA COUNTY, WASHINGTON.
ROAD AGREEMENT FILED UNDER AUDITOR'S FILE NO. 86120, IN BOOK 74 OF DEEDS, AT PAGE 138, ON JANUARY 17, 1978, IN THE OFFICE OF THE RECORDING OFFICER OF SHAWANNA COUNTY, WASHINGTON.

ROAD AGREEMENT FILED UNDER AUDITOR'S FILE NO. 86121, IN BOOK 74 OF DEEDS, AT PAGE 139, ON JANUARY 17, 1978, IN THE OFFICE OF THE RECORDING OFFICER OF SHAWANNA COUNTY, WASHINGTON.

ROAD AGREEMENT FILED UNDER AUDITOR'S FILE NO. 86122, IN BOOK 74 OF DEEDS, AT PAGE 140, ON JANUARY 17, 1978, IN THE OFFICE OF THE RECORDING OFFICER OF SHAWANNA COUNTY, WASHINGTON.

ROAD AGREEMENT FILED UNDER AUDITOR'S FILE NO. 86123, IN BOOK 74 OF DEEDS, AT PAGE 141, ON JANUARY 17, 1978, IN THE OFFICE OF THE RECORDING OFFICER OF SHAWANNA COUNTY, WASHINGTON.

ROAD AGREEMENT FILED UNDER AUDITOR'S FILE NO. 86124, IN BOOK 74 OF DEEDS, AT PAGE 142, ON JANUARY 17, 1978, IN THE OFFICE OF THE RECORDING OFFICER OF SHAWANNA COUNTY, WASHINGTON.

ROAD MAINTENANCE AGREEMENT RECORDED MAY 8, 1973 IN BOOK 6 OF AGREEMENTS AND LEASES AT PAGE 155 UNDER AUDITOR'S FILE NO. 86473, RECORDS OF SHAWANNA COUNTY, WASHINGTON.

ROAD MAINTENANCE AGREEMENT RECORDED AUGUST 7, 1978 IN BOOK 6 OF AGREEMENTS AND LEASES AT PAGE 13, UNDER AUDITOR'S FILE NO. 86967, RECORDS OF SHAWANNA COUNTY, WASHINGTON.

ROAD MAINTENANCE AGREEMENT RECORDED SEPTEMBER 13, 1973 IN BOOK 6 OF AGREEMENTS AND LEASES AT PAGE 206, UNDER AUDITOR'S FILE NO. 86474, RECORDS OF SHAWANNA COUNTY, WASHINGTON.