

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 16th day of November, 1977

between JACK SPRING and MELBA E. SPRING, husband and wife,

hereinafter called the "seller," and TERRY K. FRITZ and JO ANN FRITZ, 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:

Lot 4 of JACK and MELBA E. SPRING'S SHORT PLAT recorded under Auditor's File No. 85106 at page 20 of Book 2 of Short Plats, records of Skamania County, Washington, as more particularly described on Schedule A attached hereto.

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The terms and conditions of this contract are as follows: The purchase price is Nine Thousand and No/100 (\$9,000.00) Dollars, of which
 Nine Hundred and No/100 (\$900.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: The purchasers agree to pay the balance of the purchase price in the sum of Eight Thousand One Hundred and No/100 (\$8,100.00) Dollars in monthly installments of Sixty-seven and 76/100 (\$67.76) Dollars, or more, commencing on the sixteenth day of January, 1978, and on the sixteenth day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of eight percent (8%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due.

This contract shall not be assigned without the express written consent of the seller, and purported assignment thereof without such consent shall be null and void.

All payments to be made hereunder shall be made at MP 1.00R Duncan Creek Road, Skamania WA 98643 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be November 16, 1977.

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may as between grantor and grantee 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 a same payment due after the purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before closing.

(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, so its interest may appear, and to pay all premiums therefor and to obtain 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 responsible or accountable for the condition of any improvements hereon 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 a stipulation. In case any part of said real estate is taken for public use, the portion of the condemnation award necessary after payment of reasonable expense of procuring the same shall be paid to the seller and applied as payment on the purchase price 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 improvement 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 on payment of the purchase price will deliver to purchaser an owner's standard form, or a commitment therefor, issued by Transamerica Title Insurance 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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.

(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 deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

- a) Any taxes or assessments which may hereafter be levied against the above described real property pursuant to RCW 84.34; and
- b) Easements and rights of way 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 for, 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 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 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 at 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 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 the 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.

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

STATE OF WASHINGTON,

County of SKAMANIA

On this day personally appeared before me **JACK SPRING and MELBA E. SPRING, husband and wife**, 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

17TH

day of

NOVEMBER, 1977

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

residing at **STEVENSON, WASHINGTON**

85294

Transamerica Title Insurance Co

A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED
INDEXED: DIR.
INDEXED
RECORDED
COMPARED
MAILED

THIS SPACE PROVIDED FOR RECORDER'S USE.
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT IS THE ACT AND DEED OF
[Signature]
OF *[Signature]*
AT 2:45 P.M. 11-18-1977
WASHINGTON
DE *[Signature]* 820
RECORDED
[Signature]

SCHEDULE "A"

A parcel of property in the Northwest Quarter of Section 34, Township 2 North, Range 6 E.W.M., described as follows:

Beginning at 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 and at right angles to said North line;

thence North 74°15'11" West 30.00 feet to the TRUE POINT OF BEGINNING;

thence South 74°15'11" East 60.00 feet; thence South 05°26'08" West 403.89 feet more or less to a point on the North line of the North Bonneville - Vancouver Powerline right-of-way; thence South 71°56'32" West along the north line of said Powerline right-of-way 471.70 feet more or less to the centerline of Duncan Creek; thence North 25°21'25" West along the centerline of said creek 254.41 feet more or less to a point that bears South 58°06'45" West from the Point of Beginning; thence North 58°06'45" East 633.54 feet more or less to the Point of Beginning.

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 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, said point being the end of said 60 foot easement.

