

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of December, 1977,between JACK SPRING and MELBA E. SPRING, husband and wife,

hereinafter called the "seller," and

JERRY L. ZIEGLER and PATRICIA A. ZIEGLER,  
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:

**The east 421.5 feet of the North Half of the Northeast Quarter of the Southeast Quarter (N<sub>1</sub> NE<sub>1</sub> SE<sub>4</sub>) of Section 32, Township 2 North, Range 6 E. W. M.; EXCEPT that portion thereof lying within and southerly of County Road No. 1010 designated as the Franz Road.**

The terms and conditions of this contract are as follows. The purchase price is **NINE HUNDRED SIXTY-NINE and 92/100** **Dollars**, of which **9,000.00** 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 Thirty and 08/100 (\$8,030.00)** Dollars in monthly installments of **Eighty-Five and No/100 (\$85.00)** Dollars, or more, commencing on the first day of January, 1978, and on the first 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 per-cent (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 amended real estate contract is executed by the parties hereto for the purpose of amending the legal description to establish the correct west boundary of the property and to show an increase in the purchase price from \$7,500.00 to \$9,000.00 to include the additional acreage required by survey.

All previous real estate agreements shall be made void as of the date of this contract, the seller may do as he sees fit.

As referred to in this contract, "date of closing" shall mean January 1, 1978.

(1) The parties acknowledge and agree to pay before the date of closing all amounts that may be between granted and granted, received by the seller and real estate, and if by the seller, then unearned, the purchaser has assumed payment of any mortgage, escrow or other encumbrance on the said real estate, or any amount of money advanced by the purchaser toward the payment of any taxes or assessments levied against the real estate prior to the date of closing.

(2) After payment of the purchase price at the place to keep the buildings now and hereafter placed on said real estate, the seller shall receive the amount of taxes for last year and windshield in a timely acceptable to the seller and for insurance to be paid over to the seller, and the seller shall receive his share of the premium and renewals thereof to the extent necessary as the premium does appear, and to pay all premiums thereon and to renew all policies and renewals thereof to the extent necessary.

(3) The purchaser agrees that full possession of said real estate has been made and that neither the seller nor his assigns shall be held to be in any way responsible for the condition of any improvements, fixtures, or personalty, nor shall the purchaser or seller or the assigns of either be held to any responsibility or answer for any encumbrance or right, title, or interest which the seller or his assigns may have in or to any part of the property or any part of the same.

(4) The purchaser agrees to make all arrangements necessary for the destruction of any improvements now on said real estate or hereafter placed thereon, or for the removal of any fixtures or personalty and agrees that no such damage, destruction or taking shall exceed the amount of the purchase price. In case of any damage to said real estate, or fixtures or personalty, the person of the condominium award holder shall be responsible for repairing the same, and shall be paid to the seller and used as payment on the purchase price, unless the seller elects to allow the purchaser to deduct all or a portion of such compensation awarded to the holder of the condominium award, from the amount of improvements damaged, if such can be done. In case of damage to destruction during a period insured against the property of such improvements, the amount of the reasonable value of such damage shall be deducted from the amount of the same that shall be devoted to the restoration or replacement of such improvements, during a reasonable time, unless otherwise agreed, and any proceeds shall be paid to the seller for application on the purchase price, **on full payment of the purchase price will deliver an owner's policy of title insurance in**

(5) The **owner's policy of title insurance in** **owner's title** **for the amount of the purchase price, and to cover all damage by reason of defect in either's title to said real estate as of the date of closing and containing no exceptions other than the following:**

a. Standard general exceptions appearing in said policy form.  
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance conveys.

c. To be made future, and.

d. 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 is 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) an easement and right of way 30 feet in width over and across an existing road on said premises reserved by sellers, their heirs and assigns, for access and utilities appurtenant to other real property owned by the sellers; and

(b) Any title, interest or encumbrance arising by, through or under the purchasers under the original contract between parties dated July 1, 1975.

(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 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, 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 herein 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 payment 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 sum 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.

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me **JACK SPRING and NEIRA E. SPRING, his wife,**  
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that  
they signed the same as their true and voluntary act and deed, for the uses and purposes  
therin mentioned.

GIVEN under my hand and official seal this

day of December 1977.

Subscribed and sworn to before me this day of December 1977,  
notary Public in and for the State of Washington,

residing at Stevenson therein.

## Transamerica Title Insurance Co

**T** A Service of  
Transamerica Corporation

Filed for Record at Request of

Name..... **REUBEN D.**

Address..... **1111 1/2 Main Street**

City and State..... **Spokane, Washington**

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INDEXED.....  
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SERIALIZED.....

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THIS SPACE PROVIDED FOR RECORDER'S USE.	
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OCTOBER 1977	
AT SKAMANIA COUNTY, WASH.	
RECORDED IN BOOK 74	
ON DECEMBER 1977	
RECORDED BY TRANSAMERICA TITLE INSURANCE CO.	
COUNTY ATTORNEY	
E. Breyer	