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

hereinafter called the "seller," and  
ROBERT J. SPEELMAN, JR. and SALLY F. SPEELMAN,  
husband and wife.

begin after called the "purchase."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, together with the appurtenances, in Skamania County, State of Washington.

Lot 2 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.

The terms and conditions of this contract are as follows: The purchase price is SIX THOUSAND SEVEN HUNDRED FIFTY  
and NO/100 ----- \$ 6,750.00 Dollars, of which  
SIX HUNDRED and NO/100 ----- \$ 600.00 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 Six Thousand One Hundred Fifty and No/100 (\$6,150.00) Dollars in monthly installments of Sixty-Five and No/100 (\$65.00) Dollars, or more, commencing on the 31st day of March, 1979, and on the last 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 contract shall not be assigned without the express written consent of the seller, and any purported assignment thereof without such consent shall be null and void.

Mr. [redacted] was born [redacted] at [redacted] P. O. Box 1, Duncan Creek Road, Skamania Wash., 98649.  
[redacted] work other place as the seller has done in the past.  
He appeared to be this person's "father." He said he

1. The purchaser warrants and agrees to indemnify, defend, hold harmless and pay the costs of any and all claims, damages and expenses (including reasonable attorneys' fees) that may be asserted against or incurred by the seller or its subsidiaries, affiliates, officers, directors, employees or agents in connection with the sale of the business, including the claims or expenses that arise out of or from a tax or non-tax liability of the seller or its subsidiaries, affiliates, officers, directors, employees or agents, the obligations arising from the sale of the business.

11. The grantor hereby waives the right to sue the grantee for any and all damages, claims, losses, and expenses, including reasonable attorneys' fees, that may be incurred by the grantee in connection with the grantor's liability, as his interest may appear, and to pay all judgments, damages and to disburse all policies and amounts thereof to the grantee.

11. The purchaser assumes all costs of storage in its warehouse. The seller's responsibility shall end upon delivery of the goods to the warehouse and at the loading of said cargo onto any ship, truck, rail vehicle, or other means of transport. The seller shall not be liable for damage, destruction or failure that constitutes a failure of transportation. In any case, part of said cargo shall remain for a year, and the problem of the transportation and/or storage after payment of reasonable expenses of preservation shall be solved by the seller and the buyer in agreement on the basis of the terms herein unless the seller elects to allow the purchaser to apply for a judicial order of attachment against the goods, which order may be made of an independent arbitrator. The payment of the reasonable expenses of preservation of the goods shall be limited to the replacement or refunding of such expenditures within a reasonable time, unless purchaser elects that such payments shall be paid to the seller for application on the purchase price. **On payment of the purchase price will deliver an owner's**

[illegible]

4. Any existing contract or contract under which seller is purchasing and real estate, and any obligation or other obligation, which will, unless the contract agrees to pay, none of which for the purpose of this paragraph (4) shall be deemed to be in seller's time



(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 encumbrance except any that may attach after date of closing through any person other than the seller, and subject to the following:

- (a) General taxes payable in 1978 which will be pro-rated between the parties as of the date of closing; and 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 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 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 payments 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.

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*Jack Spring* (SEAL)  
*Melba E. Spring* (SEAL)  
*John C. Spring* (SEAL)  
*Harry R. Speelman* (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

28<sup>th</sup>

day of February, 1978.

*Harry R. Speelman*  
 Notary Public in and for the State of Washington,

residing at Stevenson therein.



# Transamerica Title Insurance Co



A Service of  
 Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED
INDEXED: DIR
INDIRECT
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR NOTARY'S USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF TRANS. FILED BY Transamerica Title Insurance Co OF Stevenson, WA AT 2-13-1978 WAS RECORDED IN BOOK 5599 OF RCW AT PAGE 410 RECORDS OF SKAMANIA COUNTY, WASH. COUNTY CLERK Harry R. Speelman

REAL ESTATE CONTRACT  
Spring - Speelman

SCHEDULE A

A parcel of property in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 34, Township 2 North, Range 6 E. W. M., described as follows:

Beginning at a point on the north line of said Northwest Quarter (NW $\frac{1}{4}$ ) of Section 34, 308.09 feet north 88° 55' 59" west from the northeast corner of said Northwest Quarter (NW $\frac{1}{4}$ ) of Section 34; thence continuing north 88° 53' 59" west along the north line of said Northwest Quarter (NW $\frac{1}{4}$ ) of Section 34, 308.50 feet; thence south 01° 18' 38" west parallel to the east line of said Northwest Quarter (NW $\frac{1}{4}$ ) of Section 34, 423.31 feet; thence south 88° 49' 40" east 303.50 feet; thence north 01° 18' 38" east parallel to the east line of said Northwest Quarter (NW $\frac{1}{4}$ ) of Section 34, 423.88 feet 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 (NW $\frac{1}{4}$ ) of Section 34, south 01° 18' 38" west 424.45 feet from the Northeast corner of said Northwest Quarter (NW $\frac{1}{4}$ ) of Section 34; thence north 88° 49' 40" west 768.29 feet; thence north 62° 06' 04" west 182.05 feet; thence north 38° 27' 37" west 72.94 feet; thence north 21° 46' 51" west 156.61 feet; thence north 65° 51' 54" west 55.79 feet to a point 1091.11 feet north 45° 15' 59" west and 118.42 feet south 01° 04' 01" west from the northeast corner of said Northwest Quarter (NW $\frac{1}{4}$ ) of Section 34 as measured along the north line of said Northwest Quarter (NW $\frac{1}{4}$ ) of Section 34 and at right angles to said north line, said point being the end of said 60 foot easement.

