



92344
REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 75 PAGE 401

SKM 158
2-5-34-100

THIS CONTR. CT. made and entered into this 30th day of August, 1978

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

hereinafter called the "seller," and RICHARD J. LANG and DIANE M. LANG, 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

lands, with the appurtenances, in

Skamania

County, State of Washington

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY,
STATE OF WASHINGTON, TO-WIT:

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 3⁴, TOWNSHIP 7 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN,
SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF
THE NORTHEAST QUARTER, NORTH 80° 27' 32" WEST, 32.77 FEET FROM THE
NORTHEAST CORNER THEREOF, SAID POINT BEING THE NORTHWEST CORNER OF
THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTH-
EAST QUARTER; THENCE SOUTH 00° 37' 43" WEST ALONG THE WEST LINE
THREE (3), 360.12 FEET, TO A 1/2 INCH IRON ROD ON THE NORTH RIGHT-OF-
WAY LINE OF A 50' FOOT EASEMENT; THENCE FOLLOWING SAID NORTH RIGHT-
OF-WAY LINE ALONG THE ARC OF A 120 FOOT RADIUS CURVE TO THE RIGHT
(THE INCOMING TANGENT OF WHICH IS SOUTH 51° 01' 06" WEST) FOR AN
ARC DISTANCE OF 30.87 FEET; THENCE NORTH 80° 27' 32" WEST, 111.93
FEET, THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE LEFT
FOR AN ARC DISTANCE OF 101.03 FEET; THENCE SOUTH 69° 50' 30" WEST,
203.16 FEET; THENCE ALONG THE ARC OF A 120 FOOT RADIUS CURVE TO THE
RIGHT FOR AN ARC DISTANCE OF 75.27 FEET; THENCE NORTH 79° 00'
WEST, 7.02 FEET; THENCE ALONG THE ARC OF A 120 FOOT RADIUS CURVE
TO THE LEFT FOR AN ARC DISTANCE OF 140.43 FEET; THENCE SOUTH 67°
24' 10" WEST, 48.34 FEET, LEAVING SAID NORTH RIGHT-OF-WAY
LINE, NORTH 79° 40' 10" WEST, 105.09 FEET, TO A POINT ON THE WEST
LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH
80° 27' 32" EAST ALONG SAID WEST LINE, 100.0 FEET, TO A 1/8 INCH
IRON ROD AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH 82° 27'
32" EAST, 100.0 FEET, TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 2 OF THE JACK SPRINKEL SURVEY, RECORDED JUNE
1, 1978, IN BOOK 1 OF SURVEYS, PAGE 117, RECORDS OF SKAMANIA
COUNTY, WASHINGTON.

SUBJECT ONE TO: 1. Mortgage recorded January 17, 1978, under Auditor's File
No. 85611, Volume 55 of Mortgages, Page 66. 2. Mortgage recorded May 1, 1978,
under Auditor's File No. 85221, Volume 55 of Mortgages, Page 297. 3. Mortgage
recorded July 11, 1978, under Auditor's File No. 86413, in Book 55 of Mortgages,
Page 328. 4. Terms, provisions, and conditions of contract of sale recorded
January 17, 1978 in Volume 74 of Deeds, Page 131, under Auditor's File No. 85616
for TIMBER ONLY. 5. Road easements filed January 17, 1978, under Auditor's File
Nos. 85612, 85613 and 85614. 6. Easement recorded April 12, 1978, under Auditor's
File No. 86117. 7. An easement recorded January 4, 1956, at Page 492 of Book 40 of Deeds
under Auditor's File No. 49842. 8. Question as to what constitutes MERCHANTABLE
TIMBER. 9. Terms, conditions and covenants as contained in the Timber Deed under
which the insured is vested. 10. Contract interest of the purchasers herein.

IT IS FURTHER UNDERSTOOD BY AND BETWEEN THE PARTIES HERIN, THAT THE ABOVE DESCRIBED
PROPERTY IS DESIGNATED ON THE TAX ROLLS AS FOREST LAND, AND THE TIMBER LOCATED THEREON
IS NOT TAXES AS REAL PROPERTY, BUT WILL BE SUBJECT TO THE COLLECTION OF A TAX UPON
HARVESTING THEREOF. IN THE EVENT THAT SAID PROPERTY IS REMOVED FROM ITS PRESENT
DESIGNATION OF FOREST LAND IT MAY BECOME LIABLE TO ASSESSMENT OF A COMPENSATING TAX
FOR PRIOR YEARS. IT IS THEREFORE UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERIN
THAT ANY PENALTY ASSESSED FOR REMOVAL FROM FOREST LAND DESIGNATION, OR ANY TAX ASSESSED
DUE TO HARVESTING OF TIMBER, SHALL BE TAKEN CARE OF DIRECT, BETWEEN SELLER AND PURCHASER.

The terms and conditions of this contract are as follows: The purchase price is EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100ths

is 18,500.00) Dollars, of which

SEVEN THOUSAND FOUR HUNDRED AND NO/100ths-----is 7,400.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED TEN AND NO/100ths-----is 110.00) Dollars,

or more at purchaser's option, on or before the 10th day of October , 1978

and ONE HUNDRED TEN AND NO/100ths-----is 110.00) Dollars,

or more at purchaser's option, on or before the 10th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of ten (10) per cent per annum from the 10th day of September , 1978 , which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 9114 N.W. 20th Avenue or at such other place as the seller may direct in writing. Vancouver, Washington 98665

IT IS A FURTHER CONDITION OF THIS CONTRACT, THAT THE FULL SUM OF PRINCIPAL AND INTEREST SHALL BE DUE AND PAYABLE ON OR BEFORE SEVEN (7) YEARS FROM THE DATE HEREOF.

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As referred to in this contract, "date of closing" is the October 3, 1978

(1) The purchaser agrees and covenants to pay before delinquency all taxes and assessments that may as between creditor and grantee hereafter become a lien on said real estate, and by the terms of this contract the purchaser shall remain in payment of any mortgage, contract or other encumbrance, or the acts or omissions of a grantee to purchase subject to any taxes or assessments, now or hereon, and if real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, or if the purchaser's name is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cost value thereof against fire or damage by fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may not be liable for any loss or damage thereto and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that no assignment of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement that can detract from the representations that seller shall the purchaser or seller or the assigns of either shall hold to any covenant or agreement for alterations, improvements or otherwise, 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 covenants and agrees to recompense, if any, any destruction or any improvement 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 cause of termination in the agreement and real estate, or a cause for public use, the portion of the condemnation award remaining after payment of reasonable expenses of removal shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow this portion to be used by him after a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In the event of a claim for a sum arising from a loss incurred against, the proceeds of such insurance remaining after payment of the reasonable expense of removing the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, under the supervision of, and at a rate which shall be paid to the seller for application on the purchase price herein.

(5) The seller hereinafter is agreed to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a condominium title policy by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defects in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Standard general title 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 hereunder is to be made subject; and,

c. 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 can't pay 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 all 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:

FULFILLMENT

Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing or to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and entire improvements thereon 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 until the date purchaser is entitled to possession.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing or to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and entire improvements thereon 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 until 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 the 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 of agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may sue to declare all the purchaser's rights hereunder null and void, 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 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 hereunder 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 sum may be included in any judgment or decree entered in such suit.

If the seller shall bring suit to prosecute 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 on the date first written above.

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

George E. Sprinkel, by John R. Blay, his attorney-in-fact

Richard V. Lang
Richard V. Lang

Diane M. Lang
Diane M. Lang

RICHARD J. LANG and DIANE M. LANG

STATE OF WASHINGTON, TEXAS

County of *Bexar*

On this day personally appeared before me

to me known to be the individual(s) described in and who executed the authority foregoing instruments, and acknowledged that

they

signed the same as

their

free and voluntary act and done

for the uses and purposed therein mentioned.

GIVEN under my hand and affidavit this

5th day of *October*, 1978

John R. Blay, Esq., L.L.C.
Notary Public in and for the State of Washington, Texas
residing at 2 La Pecan Heights, TX



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

SEARCHED	INDEXED
SERIALIZED	FILED
RECORDED	INDEXED
COPIED	FILED
MARSHAL	FILED

THIS IS TO WASHINGTON COUNTY, TEXAS COUNTY RECORDER'S USE	
I HEREBY CERTIFY THAT THE ATTACHED INSTRUMENT OF TITLE WAS FILED BY <i>John R. Blay, Esq.</i> OF <i>Stevensville, WA</i>	
AT <i>1:30 P.M. Oct 7, 1978</i>	
WAS RECORDED IN BOOK <i>25</i>	
AT PAGE <i>1613</i>	
RECORDS OF WASHINGTON COUNTY, TEXAS	
<i>J. R. Blay</i> COUNTY AUDITOR <i>Robert C. Balcock</i>	