



REAL ESTATE CONTRACT
(FORM A-1984)

BOOK 75 PAGE 161



SKN/158
2-5-34-100

THIS CONTRACT, 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 land, 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 2 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 89° 21' 32" WEST, 371.85 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 NORTHEAST QUARTER; THENCE SOUTH 00° 37' 43" WEST ALONG THE WEST LINE THEREOF, 368.12 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° 58' 06" WEST) FOR AN ARC DISTANCE OF 90.82 FEET; THENCE NORTH 84° 00' 00" WEST, 111.93 FEET; THENCE ALONG THE ARC OF A 230 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 101.02 FEET; THENCE SOUTH 69° 50' 00" WEST, 253.18 FEET; THENCE ALONG THE ARC OF A 120 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 75.12 FEET; THENCE NORTH 78° 00' 00" WEST, 7.02 FEET; THENCE ALONG THE ARC OF A 180 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 820.43 FEET; THENCE SOUTH 67° 44' 00" WEST, 48.31 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 79° 40' 00" WEST, 255.69 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89° 18' 12" EAST ALONG SAID WEST LINE, 498.50 FEET, TO A 1/8 INCH IRON ROD AT THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89° 27' 42" EAST, 48.54 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 145, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

SUBJECT ONLY 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 5 of Mortgages, Page 297. 3. Mortgage recorded July 11, 1978, under Auditor's File No. 86815, in Book 55 of Mortgages, Page 238. 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. 86111. 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 HEREIN, 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 HEREIN 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

(s 18,500.00) Dollars, of which

SEVEN THOUSAND FOUR HUNDRED AND NO/100ths----- (s 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----- (s 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----- (s 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" shall be October 3, 1978

(1) The purchaser assumes and agrees to pay before delivery all taxes and assessments that may be levied against and payable hereafter become a lien on said real estate, and the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or liability of whatsoever kind, agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delivery.

(2) The purchaser agrees, as to 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 theft in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full and actual title to said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement respecting the redemption of any encumbrances thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for redemption, redemption or otherwise, unless the relevant agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser agrees to keep the buildings now on said real estate or hereafter placed thereon, and of the taking of said real estate, and any improvements thereon, for public use, and agrees that no such damage, destruction or taking shall constitute a taking of real estate, and that the purchaser shall be held to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to pay for such condemnation award to the rebuilding or restoration of any improvements damaged by such taking, in which case the proceeds of such insurance against, the proceeds of such insurance remaining after payment of the reasonable expense of insuring the same shall be devoted to the rebuilding or rebuilding of such improvements within a reasonable time, unless the purchaser elects to pay the proceeds of such insurance to the seller for application on the purchase price herein.

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

- Proper general exceptions appearing on 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 contract 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:

FULFILLMENT

(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 until 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 of 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 shall be forfeited and improved, 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 records with respect to forfeiture and termination of purchaser's rights shall be made 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 due to the seller, 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 rendered 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 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 contract on the date first written above.

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

Georgene Sprinkel, by John R. Blay, her attorney-in-fact

Richard J. Lang
Richard J. Lang

Diane M. Lang
Diane M. Lang

STATE OF ~~MISSISSIPPI~~ TEXAS
County of ~~DECATUR~~ *BELL*

On this day personal appearance was made to the undersigned by the said *RICHARD J. LANG and DIANE M. LANG* to the known to be the said *Richard J. Lang and Diane M. Lang* and they acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein recited.

GIVEN under my hand and official seal this *25th* day of *September*, 19*78*.
Notary Public in and for the State of TEXAS
residing at *La Brea Heights, TX*



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____
ADDRESS _____
CITY AND STATE _____

REGISTERED	<i>h</i>
INDEXED	<i>h</i>
RECORDED	<i>h</i>
COMPALED	<i>h</i>
MAY 77	

THIS IS THE WASHINGTON COUNTY OF TEXAS RECORDERS USE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <i>Sea to Title Co</i>	
OF <i>Stevenson, Va</i>	
AT <i>12:30 PM Oct 4 1978</i>	
WAS RECORDED IN BOOK <i>25</i>	
OF <i>Records</i> AT PAGE <i>761-3</i>	
BY <i>J. P. Gadd</i> COUNTY CLERK	
<i>B. Babcock</i>	