

87568

BOOK 75

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87568

REAL ESTATE CONTRACT
(FORM A-1964)

SAFECO

SKH 260

2-5-34-600

THIS CONTRACT, made and entered into this 7th day of November, 1978

between W. JACK SPRINKEL AND GEORGENE SPRINKEL, husband and wife
hereinafter called the "seller" and REESE J. HOWELL AND BETTY S. HOWELL, 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

LEGAL DESCRIPTION ATTACHED AND MADE A PART HERETO:

LOT 9;

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 3 E.W.M., SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, SOUTH 01°07'32" WEST, 28.00 FEET FROM A 3/8" IRON ROD AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°47'32" WEST, 319.21 FEET; THENCE NORTH 93°00'00" WEST, 1,322.50 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 01°07'32" EAST ALONG SAID WEST LINE, 310.00 FEET; THENCE SOUTH 89°00'00" EAST, 1,322.50 FEET TO THE POINT OF BEGINNING.

SUBJECT 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. 86221, Volume 55 of Mortgages, page 297. 3. Mortgage recorded July 11, 1978, under Auditor's File No. 86815, in Book 55 of Mortgages, page 388. 4. Mortgage recorded September 15, 1978 in Book 55 of Mortgages, page 798 under Auditor's File No. 87225. 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. 5. Easements recorded January 17, 1978, under Auditor's File No. 85612, 85613, 84514. Easement recorded January 4, 1956, at page 492 of Book 40 of Deeds, under Auditor's File No. 86117. Reservation in Document recorded under Auditor's File No. 86897.

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.

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

Road easements as recorded under Auditor's File No. 86117, 85614, 85613, 85612.

(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 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 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 last written above.

62200

Reese J. Howell

(SEAL)

Betty S. Howell

(SEAL)

W. Jack Sprinkel

(SEAL)

Georgene Sprinkel

(SEAL)

STATE OF WASHINGTON

County of

STATE OF WASHINGTON

County of Clark



On this 9th day of November, 1978, before me personally appeared John R. Blay, who executed the within instrument as Attorney in Fact for W. Jack and Georgene Sprinkel, H&W, and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed as attorney in fact for W. Jack and Georgene Sprinkel for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said W. Jack Sprinkel and Georgene Sprinkel is now living, and is not incompetent.

Given under my hand and official seal the day and year last above written.
(Seal)

Shirley R. Moore
(Signature)

Notary Public in and for the State of Washington, residing at Battle Ground

TL-32 RS 3/77

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ATTORNEY IN FACT

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED
FILED
RECEIVED
COMPLETED
MAILED

INSTRUMENT OF WRITING FILED BY
Shirley R. Moore
OF *Shirley R. Moore*
AT *11:30 AM* *November 12, 1978*
WAS RECORDED IN BOOK *75*
ON *December 14, 1978*
AT *11:30 AM*
RECORDS OF KANAWHA COUNTY, W.VA.
Shirley R. Moore
COUNTY CLERK

IN 1924

On this day personally appeared before me
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
signed the same as
for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this
day of

Nature Public for and for the State of Washington
relying on



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED
FILED
RECORDED
COMPLETED
MAILED

THIS OFFICE HAS BEEN FOR RECORDER'S USE
COUNTY OF SKANAWIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF GRANTING, FILED BY
John C. Little Co.
OF Skowhegan, Maine
AT 11:30 A. M. Jan. 3, 1925
HAS BEEN RECORDED IN BOOK 75
OF Deeds AT PAGE 662
RECORDS OF CHANDLER COUNTY, WASH.
John C. Little
COUNTY CLERK