

87568

REAL ESTATE CONTRACT  
(FORM A-1964)SK11260  
Z-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 5 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°07'38" WEST, 28.04 FEET FROM A 1/8" IRON POST AT THE NORTHEAST CORNER THEREOF; THENCE SOUTH 012°47'09" WEST, 319.21 FEET; THENCE NORTH 00°40'00" WEST, 1,322.50 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 01°04'40" EAST ALONG SAID WEST LINE, 240.30 FEET; THENCE SOUTH 03°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. L5611, Volume 55 of Mortgages page 862. 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 35 of Mortgages, page 588. 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**, dated to said real estate, extending 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:

**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 possess on 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 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 at 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 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 sum 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.

*G. S. Sprinkel*

Reese J. Powell

(SEAL)

Betty S. Powell

(SEAL)

*W. Jack Sprinkel* By: John R. Blay his attorney in fact  
W. Jack Sprinkel By: John R. Blay his attorney in fact

Georgene Sprinkel By: John R. Blay his attorney in fact  
in fact



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)

*John R. Blay*  
(Signature)

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

TL-22 RS 3/77 SAFECO Title Insurance Company - ACKNOWLEDGMENT - ATTORNEY IN FACT

Filed for Record at Request of

John R. Blay

NAME

Address

City/State/Zip

REGISTERED	INDEXED
SERIALIZED	FILED
RECORDED	AT
CERTIFIED	1978
MASLED	

INSTRUMENT OR CHITTING FILED BY	
<i>John R. Blay</i>	
DF:	RECEIVED
AT:	1978
WAS RECORDED IN BOOK 1978	
DR:	AT PAGE 1978
RECORDS OF KAMIAH COUNTY, WASH.	
COUNTY AUDITOR	

SAFECO

IN 1971

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  
free and voluntary.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of

Notary Public to and for the State of Washington

Commissioned:

S\*FECO TITLE INSURANCE COMPANY



Filled for Record at Request of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input type="checkbox"/>
SEARCHED	<input type="checkbox"/>
RECORDED	<input type="checkbox"/>
COPIED	<input type="checkbox"/>
MAILED	<input type="checkbox"/>

THIS IS A REGISTERED FOR RECORDER'S USE  
COUNTY OF SKAMANIA )  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT IS DULY FILED BY  
John Corle, Title Co.  
AT 11204 Main Street, Ste. 19-25  
WAS REGISTERED IN BOOK 75  
OF Deeds AT PAGE 66  
ACCORDING TO CHAMBERS COUNTY, WASH.  
John Corle  
COUNTY RECORDER