



87569

REAL ESTATE CONTRACT  
(FORM A 1964)

BOOK 75 PAGE 673

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SK 11261

2-S-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 CHARLES A. MOTSCHMAN JR. AND JOYCE MOTSCHMAN, 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  
estate, with the appurtenances in SKAMANIA County, State of Washington.

LEGAL DESCRIPTION ATTACHED AND MADE A PART HERETO:

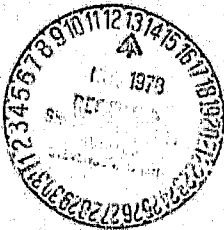
LOT 10:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 38, TOWNSHIP 3 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 38, SOUTH 01°07'38" WEST, 357.25 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°07'38" WEST ALONG SAID EAST LINE, 320.47 FEET; THENCE SOUTH 60°40'00" WEST, 159.87 FEET; THENCE NORTH 80°20'00" WEST, 846.50 FEET TO A POINT IN THE CENTERLINE OF A 60 FOOT ROAD EASEMENT; THENCE NORTH 22°00'00" WEST, 312.50 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 01°03'40" EAST ALONG SAID WEST LINE 270.77 FEET; THENCE NORTH 90°00'00" EAST, 1,322.50 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: Mortgage recorded January 17, 1978 under Auditor's File No. 85611, Volume 55 of Mortgages, page 66. 2. Mortgage recorded January 17, 1978, under Auditor's File No. 86221, Volume 55 of Mortgages, Page 297. 3. Mortgage recorded July 11, 1978, under Auditor's File No. 85615, in Book 55 of Mortgages, Page 389. 4. Mortgage recorded September 15, 1978 in Book 55 of Mortgages, page 798, recorded under Auditor's File No. 87226. Terms provisions, and conditions of contract of sale recorded January 17, 1978 in Volume 74 of Deeds, page 141, under Auditor's File No. 85615. 5. Easements recorded January 17, 1978 under Auditor's File No. 85612, 85613, 85614. 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 COMPENSATION 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/100----- \$ 18,500.00 Dollars, of which  
 ONE THOUSAND EIGHT HUNDRED FIFTY AND NO/100----- IS 1,850.00 : Dollars, here  
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED FORTY SIX AND 02/100----- \$ 146.02 : Dollars  
 or more at purchaser's option, on or before the 22nd day of November 1978  
 and ONE HUNDRED FORTY SIX AND 02/100----- \$ 146.02 : Dollars

or more at purchaser's option, on or before the 22nd 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 a  
 rate of 10% per annum from the 13th day of November 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 NW 20th Ave.  
 or at such other place as the seller may direct in writing Vancouver, Washington 98665

Purchaser agrees to pay said real estate contract in full on or before May 22, 1983.

As referred to in this contract, "date of closing" shall be date of recordation

(1) The purchaser assumes and agrees to pay before delivery all taxes and assessments that may at between grantor and grantee  
 hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or  
 other encumbrance, or has assumed payment of or 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, until 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 water, in a company acceptable to the seller and for the seller's  
 benefit, at his interest may appear, and to pay all premiums hereafter and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant  
 or agreement respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant  
 or agreement for alterations, improvements or repairs 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 assumes all hazards of damage to or destruction of any improvements 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  
 failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after  
 payment of reasonable expenses of recovering the same shall be paid to the seller and applied as payment on the purchase price herein unless the  
 seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements  
 damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment  
 of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of the improvements within a reasonable  
 time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 75 days of the date of closing, a purchaser's policy of title insurance in standard  
 form, with a commitment therefor, issued by SAPECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price  
 against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the  
 following:

- Printed general exceptions appearing in said policy form;
  - Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyedance hereunder also be  
 made subject; and
  - Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller is  
 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 fulfillment 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:

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 such as to effect any payment or other 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 proper application 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.

6291

Charles A. Motschman

(SEAL)

Joyce Motschman

(SEAL)

W. Jack Sprinkel by John K. Bray his attorney In fact

Georgene Sprinkel by John K. Bray her attorney

(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. Bray

Factor for W. Jack and Georgene Sprinkel, now who executed the within instrument as Attorney in fact for W. Jack and Georgene Sprinkel, and acknowledged to me that he/she signed and sealed the same as his/her true and lawful attorney in fact for W. Jack and Georgene Sprinkel for the uses and purposes therein mentioned, and he/she stated that the power of attorney, granting 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 9th day of November 1978.

(Seal)

Sherry Moore

(Signature)

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

11-22 P.S. 9/77

SAFECO Title Insurance Company ACKNOWLEDGMENT - ATTORNEY IN FACT

SAFECO

Filed for Record at Request of

REGISTERED 1  
 DEPOSITED 1  
 INDEXED 1  
 RECORDED 1  
 COMPLETED  
 MAILED

NAME

ADDRESS

CITY AND STATE

|                               |                               |
|-------------------------------|-------------------------------|
| INSTRUMENT OF WITHIN FILED BY | John R. Bray                  |
| OF                            | W. Jack and Georgene Sprinkel |
| AT                            | 11:20 AM Nov 13, 1978         |
| WAS RECORDED IN BOOK          | 75                            |
| ON                            | Deed at page 671              |
| BOOKS OF BATTLE GROUND, WASH  |                               |
| By                            | Sherry Moore                  |
| COUNTY AUDITOR                |                               |

On this day personally appeared before me \_\_\_\_\_ in fact  
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 act and deed  
for the uses and purposes therein mentioned  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public in and for the State of Washington  
Resident at \_\_\_\_\_



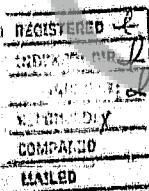
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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



THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SEASIDE

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF EVIDENCE FILED BY  
See Ca Title Co  
OF Seaside, CALIF.  
AT 11:20 AM Nov 13 1978  
WAS RECORDED IN BOOK 75  
OF Seaside AT PAGE 671  
IN BOOKS OF SEASIDE COUNTY, CALIF.  
See Ca Title Co  
COUNTY AUDITOR  
IN Seaside