

97-312

**REAL ESTATE CONTRACT
(FORM A-1964)**

BOOK 7.3 PAGE 363

THIS CONTRACT made and entered into this 6th day of November, 1978
between W. JACK SPRINKEL AND GEORGE SPRINKEL, husband and wife
and witness, alias the "sister" and WILLIAM J. SPRINKEL, a single man

WITNESSETH: 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 **SEAMANTA**.

RECEIVED
SCHOOL OF
AUDITOR
STEYLNSON, WASH.

LIGAL DESCRIPTION ATTACHED AND MADE A PART HERETO:

County, State of Washington

Dot 8

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND 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 5/8" IRON ROD AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH 01°07'38" WEST ALONG THE EAST LINE THEREOF, 28.04 FEET; THENCE NORTH 89°00'00" WEST, 1,322.64 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 01°03'40" EAST ALONG SAID WEST LINE, 15.40 FEET TO A 5/8" IRON ROD AT THE CENTER OF SECTION 34; THENCE NORTH 01°13'40" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 355.83 FEET; THENCE SOUTH 89°00'00" EAST, 1,221.36 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 00°48'50" WEST ALONG SAID EAST LINE, 304.77 FEET TO THE POINT OF BEGINNING.

SEARCHED TO: Mortgage recorded January 17, 1978, under Auditor's File No. 33511, Volume 55, # Mortgage, page 46. 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 568. 4. Mortgage recorded September 15, 1978 in Book 55 of Mortgages, page 798. Terms, provisions, and conditions of contract of sale recorded January 17, 1978 in Volume 74 of Deeds, page 131, Under Auditor's File No. 86225. 5. Easements recorded filed January 17, 1978, under Auditor's File No. 35512, 35613, 35624. Easement recorded January 4, 1956, at page 492 of Book 49 of Deeds, and Auditor's File No. 86117. Reservation in Document recorded August 7, 1978 in Book 6 of Agreements with Lessees at page 13, under Auditor's File No. 86267.

10. WITH EAGN THAT SAID PROPERTY IS REMOVED FROM ITS PRESENT DESIGNATION OF FOREST LAND. IF IT HAS BECOME LIABLE TO ASSESSMENT OF A COMPENSATING TAX FOR PRIOR YEARS. IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HERIN THAT ANY PENALTY ASSESSED THEREON FROM FOREST LAND DESIGNATION OR ANY TAX ASSESSED DUE TO HARVESTING OF TIMBER, SHALL BE TAKEN CARE OF DIRECT, BETWEEN SELLER AND PURCHASER.

... or three to pay the sum before getting out.

and church or agree, until the partners' share is fully paid, to keep the buildings up, and hereafter placed on said real estate insured to
protect same from fire or damage by both fire and windstorm, at a reasonable rate, payable to the seller and for the buyer's
extra interest as may appear, and I pay all premiums, taxes and to do all such services and pay such rents to the seller.

The Purchaser agrees that no inspection of said Real Estate has been made and that neither the Seller nor the Agent shall be held to any responsibility for the condition of any improvements thereon nor shall this purchase or sale or the payment of price be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is contained herein or is in writing and is signed and witnessed by the other party.

13. The Purchaser agrees to assume all hazards of damage to or destruction of any improvements installed on said real estate if subsequently placed thereon, at the taking of said real estate or any part thereof by public, act, and agrees that no such damage, destruction or taking shall constitute a condemnation or expropriation. In case any part of said real estate is taken for public use, the portion of the condemmed land award herein naming after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the balance price herein unless otherwise provided by law, allowing the purchaser to apply all or a portion of such condemnation award to the repairing or restituting of any improvements made by such taking. In case of damage or destruction from a peril incurred 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 such improvements within a reasonable time. The Purchaser agrees that any proceeds shall be paid to the seller for application to the purchase price herein.

The seller has delivered, or agrees to deliver within 18 days of the date of closing, a清楚 and timely of title insurance in standard form to a commitment therefor, issued by SAIFECO Title Insurance Company, including the purchase to the full amount of and purchase price effect in seller's title to said real estate as at the date of closing and containing no exceptions other than those

✓ Context general-exceptions appearing in grid policy form:

Items or encumbrances which by the terms of this contract the purveyor is to retain, or as to which the conveyance from vendor is to be made subject to; and

Any existing contract or contracts under which Seller is purchasing real estate, and any mortgage or other obligation, which Seller by his contract agrees to pay, none of which for the purpose of this paragraph 16) shall be deemed defects in Seller's title.

If Seller's sale to said buyer is subject to an existing contract or contracts under which Seller is purchasing real estate, or any such contracts or obligations which Seller is to pay, Seller agrees to make such payments in accordance with the terms thereof, and upon default, the amount so due from the buyer, to make any payments necessary to remove such default, and any payments so made shall be applied to the amount due Seller by the buyer.

BOOK 15 PAGE 866

The terms and conditions of this contract are as follows: The purchase price is
SIXTEEN THOUSAND AND NO/100 NO/100

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
ONE HUNDRED FIFTY AND NO/100

or more at purchaser's option, on or before the 15th day of November 1978
and **ONE HUNDRED FIFTY AND NO/100** 150.00 1 Dollars,
or more at purchaser's option, on or before the 18th day of each succeeding calendar month until the balance of said purchase price of the

rate of 10% per cent per annum from the 20th day of December 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, No. 98665

Purchaser agrees to pay said real estate contract in full on or before May 1, 1983

No. 6382
TRANSACTION EXCISE TAX

DEC 2 1978

Amount Paid \$16,000.00

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

(1) The purchaser assumes and agrees to pay before delinquency taxes and assessments that may be levied against said real estate after the date hereinafter set forth in this contract, and by the terms of this contract, or other encumbrance, or his assumed payment of or agreed to purchase, to any taxes or assessments now or hereafter levied on said real estate, the purchaser agrees to pay the same before delinquency.

(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 windstorm in a reasonably acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals to trust to the seller.

(3) The purchaser agrees that full insurance of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant attached to and made a part of this contract.

(4) The purchaser agrees to pay all amounts of damages to or destruction of any improvements 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 payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price, but 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 such improvements within a reasonable time, unless purchaser elects that such proceeds shall be paid to the seller for application on the purchase price herein.

(5) If seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance, in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price following:

- Primed general exceptions appearing in said policy form;
- Liens or encumbrances will by the terms of this contract the purchaser to assume, or as to which the conveyance hereunder is to 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 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 contract under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payment in accordance with the terms thereof, and upon default the purchaser shall have the right to make any payments necessary to remove the same, less any payments made thereto be applied to the payments next falling due the seller under this contract.

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BOOK 75 PAGE 8

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a statutory warranty **FULFILLMENT** deed to said real estate, excepting and reserving all encumbrances except as set forth below, which may attach after date of closing through any days in 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, this 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 for or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amount so paid by the seller, together with interest at the rate of 10% per annum thereon from the date of payment until paid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have in respect of such default.

(10) None 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 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 reasonably sum as attorney's fees and 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.

W. Jack Sprinkel vs. *John R. Blay* his attorney in fact
RECEIVED

George G. Sprinkel vs. *John R. Blay* his attorney in fact
RECEIVED

William J. Sprinkel
RECEIVED

RECEIVED

STATE OF WASHINGTON,

County of *Clark*

RECEIVED

On this day personally appeared before me

to me known to be the Ind. signant described in and who executed the within foregoing instrument, and acknowledged that

signed the same as

free and voluntary act and done,

for the uses and purposes that are mentioned.

GIVEN under my hand and official seal this

day of

Notary Public Seal for the State of Washington

receiving at

RECEIVED
COUNTY OF CLARK
THIS SPACE RESERVED FOR RECORDER'S USE

INSTRUMENT OF DEEDS MADE AT	<i>Clark, Washington</i>
ON	<i>March 20, 1978</i>
AT	<i>11:30 A.M.</i>
FOR	<i>Deed</i>
TO	<i>John R. Blay</i>
FROM	<i>George G. Sprinkel</i>
RECORDED IN	<i>Clark County, Washington</i>
SERIALIZED	<i>100</i>
FILED	<i>John R. Blay</i>
REC'D	<i>John R. Blay</i>
RECORDED	<i>John R. Blay</i>
INDEXED	<i>John R. Blay</i>
SEARCHED	<i>John R. Blay</i>
COPIED	<i>John R. Blay</i>
MAILED	<i>John R. Blay</i>

SAFECO TITLE INSURANCE COMPANY

Filled for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	<i>3</i>
INDEXED	<i>1</i>
SEARCHED	<i>1</i>
RECORDED	<i>1</i>
COPIED	<i>1</i>
MAILED	<i>1</i>

STATE OF WASHINGTON

County of *Clark*



TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE SOUTH 00°48'50" WEST ALONG SAID EAST LINE, 304.77 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 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 588. 4. Mortgage recorded September 15, 1978
in Book 55 of Mortgages, page 798. Terms, provisions, and conditions of contract of sale
recorded January 17, 1978 in Volume 74 of Deeds, page 131, Under Auditor's File No.
85515. 6. Easements recorded Filed 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 August 7, 1978 in Book 6 of Agreements
and Leases at page 13, 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.

121. Purchaser agrees to pay the sum before closing tax.

122. The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate intact to the actual cash value thereof against loss or damage by wind fire and windstorms or by calamity attributable to the seller and for the seller's benefit, or his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

123. The purchaser agrees that his inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant resulting from a condition of any improvements thereon nor shall the purchaser or seller or the assignee 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.

124. 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 cause for reconsideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expense of procuring the same shall be held by the seller and applied by 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 incurred against the interests of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time after purchaser shall have paid to the seller for application on the purchase price herein.

125. The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's copy of title insurance or standard form of commitment therefor issued by SAPECCI 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 exception other than the following:

a. Printed general exceptions appearing in said policy form.

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, by as to which the responsibility hereunder is to be made subject, and

c. Existing contracts or contracts under which seller is participating and real estate, and any mortgage or other obligation, which seller is to contract out of, less, none of which for the purpose of this paragraph (c) shall be deemed defects in seller's title.

126. If either's title to said real estate is not free on closing defects or contracts under which seller is participating and real estate, or if any mortgage or other obligation which seller is to carry, 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 payment of next future due the seller under this contract.

127. *[Signature]*

TERMS OF THIS CONTRACT ARE AS FOLLOWS: THE PURCHASE PRICE IS
SIXTEEN THOUSAND AND NO/100

IS 16,000.00 Dollars, of which

MU/100

IS NO/100—

Dollars have

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

ONE HUNDRED FIFTY AND NO/100

IS 150.00

Dollars,

or more at purchaser's option, on or before the

18th

day of November

, 19 78

and **ONE HUNDRED FIFTY AND NO/100**

IS 150.00

Dollars,

or more at purchaser's option, on or before the

18th

day of each ensuing calendar month until the balance of said

purchaser price shall have been fully paid. The purchaser further agrees to pay interest on the remaining balance of said purchase price at the

rate of 10%

per cent per annum from the

20th

day of each ensuing calendar month until the balance of said

19 78

which interest shall be deducted from each monthly 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.** Vancouver, Wa. 98603

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

No. **G382**

TRANSACTION EXCISE TAX

DEC 2 1978

Amount Paid **\$16,000.00**

date of recordation

Skamania County Treasurer

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

(1) The purchaser assumes and agrees to pay before delivery all taxes and assessments that may be levied upon the property herein described or theretofore become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any amount due, contracted or other encumbrance, or has assumed payment of an agreed to purchase subject to, any taxes or assessments now or hereafter on said real estate, the purchaser agrees to pay the same before delinquency.

(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 windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to say all premiums therefor 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 respecting the condition of any improvement thereon nor shall the purchaser or seller or assignee of the assignee of either be held to any covenant 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 taxes, and agrees that no such damage, destruction or taking shall entitle a holder of a payment of responsible expenses of procuring the same shall be paid by the seller and applied as payment on the purchase price herein or by the seller to allow the purchaser to apply all or a portion of such compensation toward the rebuilding or restoration of any damage so suffered by such damage. In case of damage or destruction from a peril insurable against the proceeds of such insurance so remaining after payment of the reasonable expense of procuring the same shall be deemed to the restoration or rebuilding of such damage within a reasonable time, unless purchaser elects otherwise and proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in amount equal to the purchase price or damages 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. Printed general exceptions appearing in said policy form.
- b. Liens or encumbrances which by the terms of this contract the purchaser is liable for or as to which the conveyance hereunder is to be made subject and.
- c. Any existing contract or contracts under which seller is a participant and 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 payment in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payment necessary to remove the default, and any payment so made shall be applied to the principal next falling due the seller under this contract.

STATE OF WASHINGTON.

County of

On this day personally dedicated to our King

described in and who executed the within instrument, I, instrument, and acknowledge

Signatures in the same box

fruit and confectionery rice and rye

for analysis and purposes there mentioned.

William J. Sprinkel

ISEAL

150A

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for the uses and purposes thereto mentioned.

Given under my hand and official seal this

Stay-at

Note: This is a sample of the State of Washington.

residing at

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

REGISTERED	RECEIVED
INDEXED	NOV 20 1975
SERIALIZED	
FILED	
FBI - PORTLAND	
SEARCHED	
COMPILED	
MAILED	

FBI - PORTLAND
SEARCHED INDEXED SERIALIZED FILED
NOV 20 1975

STATE OF WASHINGTON

County of Clark

On this 16th day of November, 1978, before me personally appeared

Fact for W. Jack Sprinkel & Georgene Sprinkel, who executed the within instrument as attorney in the name of his/her free and voluntary act and deed as attorney in fact for W. Jack Sprinkel 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)

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Editorial Department, The Star, 12th Street & F Street, Washington, D. C.

SAFECO LIFE INSURANCE COMPANY - ACKNOWLEDGMENT - ATTORNEY IN EXCELSIOR