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SAFECO

REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 15th day of January, 1979,
between JACK SPRING and NELBA E. SPRING, husband and wife,
hereinafter called the "seller," and JOHN G. LAWSON and CHERYL M. LAWSON, 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, Washington:

beginning described in the estate, with the appurtenances, in Skamania County, State of Washington:
Beginning at a point on the east line of the Northwest Quarter of Section 34, Township 2 North, Range 6 E.W.M., south $01^{\circ} 18' 38''$ west 424.45 feet from the northeast corner of the NW $\frac{1}{4}$ of said Section 34; thence north $88^{\circ} 49' 40''$ west 768.29 feet; thence south $35^{\circ} 52' 35''$ west 97.72 feet; thence south $25^{\circ} 21' 42''$ west 126.68 feet; thence south $15^{\circ} 44' 49''$ west 198.53 feet to a point 928.31 feet north $88^{\circ} 55' 59''$ west and $80^{\circ} 07.78'$ feet south $01^{\circ} 04' 01''$ west from the northeast corner of the NW $\frac{1}{4}$ of said Section 34 as measured along the north line of the NW $\frac{1}{4}$ of said Section 34 and at right angles to said north line; thence south $74^{\circ} 15' 11''$ east 30.00 feet; thence south $05^{\circ} 26' 08''$ west 403 feet, more or less, to the northerly right of way line of the Bonneville-Vancouver electric power transmission line; thence northeasterly along the said northerly right of way line, 980 feet, more or less, to the east line of the NW $\frac{1}{4}$ of said Section 34; thence north $01^{\circ} 18' 38''$ east 475 feet, more or less, to the point of beginning; said tract containing 13 acres, more or less.

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

THREE THOUSAND and NO/100 - ----- (\$ 3,000.00) Dollars, of which
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
The purchasers agree to pay the balance of the purchase price in the sum of Twenty-Seven Thousand
and No/100 (\$27,000.00) Dollars in monthly installments of Two Hundred Twenty-Five and
95/100 (\$225.95) Dollars, or more, commencing on the 15th day of February, 1979, and on the
15th day of each and every month thereafter until the full amount of the purchase price to-
gether with interest shall have been paid. The said monthly installments shall include in-
terest at the rate of eight per-cent (8%) per annum computed upon the monthly balances of the
unpaid purchase price, and shall be applied first to interest and then to principal. The pur-
chaser(s) reserve the right at any time they are not in default under the terms and conditions
of this contract to pay without penalty any part or all of the unpaid purchase price, plus in-
terest, then due.

It is agreed that sellers will release by deed to the purchasers any lot shown on Jack and Melba E. Spring's Short Plat No. 3 (recorded at page 85 of Book 2 of Short Plats, Records of Skamania County, Washington) on payment to the sellers of a sum equal to \$2,500.00 times the acreage of the Short Plat lot less a per acre credit of 8 1/3% of the down payment plus accumulated monthly reductions of the unpaid purchase price after payment of interest. Thus Lot 1 would be released on payment of $(2.1 \times \$2,500.00)$ minus $(8\frac{1}{3}\% \times \$3,000.00 \times 2.1)$ and minus $(8\frac{1}{3}\% \text{ of accumulated monthly reduction of principal} \times 2.1)$. All expenses of deed releases will be paid by purchasers.

The sale includes a 60 foot easement for ingress, egress and public utilities as more particularly described in Jack and Melba E. Spring's Short Plat No. 3 recorded at page 55 of Book 2 of Short Flats, Records of Skamania County, Washington.

All payments to be made hereunder shall be made at M.P., 1-00R Duncan Creek Road, Skamania, Wash. 98648 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be January 15, 1979.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now or hereafter become a lien 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 pay 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 improvements thereon nor shall the purchaser or seller or his assigns be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or 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 if the taking of said real estate or any part thereof for public use, and agrees that if such damage, destruction or taking shall constitute a failure of consideration, in case only part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless if 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 expenses of procuring the same shall be devoted to the restoration of buildings or such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(6) The seller ~~XXXXXXXXXXXXXX~~ agrees to deliver ~~XXXXXXXXXXXXXX~~ a purchaser's policy of title insurance in standard form, or a commitment thereof, issued by **SAFECO** Title Insurance Company, covering 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:

- a. Printed general exception appearing in standard policy form;
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance documents in to be made subject; and
 - c. 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.

