

THIS CONTRACT, made and entered into this 15th day of January, 1979,
between JACK SPRING and MELBA 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, 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° 18' 38" west 424.45 feet from the northeast corner of the NW $\frac{1}{4}$ of said Section 34; thence north 88° 49' 40" west 768.29 feet; thence south 35° 52' 35" west 97.72 feet; thence south 25° 21' 42" west 126.68 feet; thence south 15° 44' 49" west 198.53 feet to a point 928.31 feet north 88° 55' 59" west and 810.78 feet south 01° 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° 15' 11" east 30.00 feet; thence south 05° 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° 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 - -

----- (\$ 30,000.00) Dollars, of which
THREE THOUSAND and NO/100 - - - - - (\$ 3,000.00) Dollars have 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 together with interest shall have been paid. The said monthly installments shall include interest 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 purchaser 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 interest, 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 x \$2,500.00) minus (8 1/3% of \$3,000.00 x 2.1) and minus (8 1/3% of accumulated monthly reduction of principal x 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 85 of Book 2 of Short Plats, 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 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 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 if 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 procuring 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 expenses of procuring the same shall be devoted to the rebuilding or restoration of 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.

(5) The seller ~~agrees to deliver~~ ~~on purchaser's exercise of deed release provisions~~ ~~or a commitment therefor, issued by SAFECO 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 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 is subject to an existing contract or contract to sell, seller is not obligated 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 the payments next falling due thereon or under the contract, and any payments so made shall be applied to the payments next falling due thereon or under the contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner herein specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, together with all appurtenances, except any that may attach after date of closing through any person other than the seller, and subject to the following:

(a) General taxes due and payable for the calendar year 1979 which will be pro-rated between the parties as of January 15, 1979; and (b) easements and rights of way for County Road No. 10140 designated as the Woodward Creek Road and for private road designated as Spring Lane and Spring Lane South Fork as more particularly shown on Jack and Melba E. Spring's Short Plat No. 3 recorded at page 85-A of Book 2 of Short Plats, Records of Skamania County, Washington.

(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 at 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 of the date first written above.

Jack Spring SEAL
Melba E. Spring SEAL
John C. Lawrence SEAL
Charles W. Lawrence SEAL

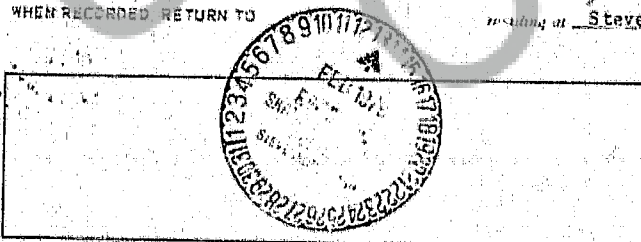
STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me JACK SPRING and MELBA E. SPRING, his wife,
 to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that
 they signed the same as their free and voluntary act and deed
 for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of February, 1979.

WHEN RECORDED RETURN TO



No. _____
 TELEPHONE NO. _____
 ADDRESS _____
 City _____
 State _____
 Zip _____



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE
 STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WITHIN FILED BY
Jack Spring et al
OR Skamania title
 AT 2:45 PM Feb 23 1979
 WAS RECORDED IN BOOK 76
 AT Needles AT 65152-3
 OFFICE OF SKAMANIA COUNTY, WASH
H.P. Todd
 COUNTY CLERK
B. Babcock
 COUNTY

Filed for Record at Request of

REGISTERED
 INDEXED
 RECORDED
 COMPARED
 MAILED

NAME

ADDRESS

CITY AND STATE