

55473

**REAL ESTATE CONTRACT
(FORM A-1084)**

SAC-150

RECEIVED AND ENTERED IN THE 2614 DAY OF APRIL, 1979

SELLER: W. JACK SPRINKEL AND GEORGENE SPRINKEL, his son and wife.

PURCHASED BY THE "Seller," and WENDELL J. FLESCH AND KATHLEEN FLESCH, 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

THE STATE, WITH THE APPEARANCES, IN Skamania

County, State of Washington

LEGAL DESCRIPTION ATTACHED AND MADE A PART HERETO:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 38, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE W.M., DESCRIBED AS FOLLOWS:

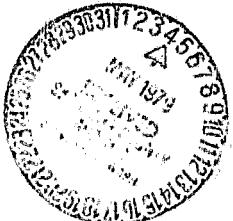
BEGINNING AT THE NORTHEAST CORNER OF TRACT NO. 36 OF THE W. JACK SPRINKEL SURVEY, RECORDED JUNE 2, 1978, UNDER AUDITOR'S FILE NO. 86503, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE NORTH 09°20'28" WEST, A DISTANCE OF 200.84 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID SAME COURSE, A DISTANCE OF 203.84 FEET; THENCE SOUTH 01°08' WEST, A DISTANCE OF 313.30 FEET; THENCE NORTH 74°15'00" EAST, A DISTANCE OF 296.25 FEET; THENCE NORTH 01°31'28" EAST, A DISTANCE OF 755.61 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT RIGHT OF WAY FOR GEORGENE LANE, (A PRIVATE ROAD) A, SHOWN ON THE FACE OF THE AFTER MENTIONED SHORT PLAT.

ALSO KNOWN AS LOT 3 OF SPRINKEL, W. JACK, SHORT PLAT NO. 1, RECORDED DECEMBER 5, 1978, UNDER AUDITOR'S FILE NO. 87719, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

SUBJECT TO: Mortgage recorded January 11, 1977, under Auditor's File No. 85611. Mortgage recorded September 15, 1978 under Auditor's File No. 87226. Terms provisions, and conditions of Contract of sale as recorded under Auditor's File No. 85615. Road assessments as recorded under Auditor's File No. 85117, 85614, 85613, 85612. Reservation in document recorded under Auditor's File No. 85397.

IN THE EVENT THAT SAID PROPERTY IS REMOVED FROM ITS PRESENT DESIGNATION OF FOREST LAND AND OPEN SPACE IT MAY BECOME LIABLE TO ASSESSMENT OF A COMPENSATION TAX FOR PRIOR YEARS. IT IS THEREFORE UNDERSTOOD AND AGREED BETWEEN THE PARTIES HEREIN THAT ANY PENALTY ASSESSED FOR REMOVAL FROM FOREST LAND AND OPEN SPACE DESIGNATIONS, OR ANY TAX ASSESSED DUE TO HARVESTING OF TIMBER, SHALL BE TAKEN CARE OF (PAID), BETWEEN SELLER AND PURCHASER.



BOOK 76 PAGE 468

The terms and conditions of this contract are as follows. The purchase price is

THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100-----IS 3,450.00 Dollars, of which
FOUR HUNDRED FIFTY AND NO/100-----IS 450.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

ONE HUNDRED AND NO/100-----IS 100.00 Dollars
or more at purchaser's option, on or before the 30th day of May -----IS 100.00 Dollars.

or ONE HUNDRED AND NO/100-----IS 100.00 Dollars,
or more of purchaser's option, prior to before the 30th 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 the
rate of 10% per cent per annum from the 30th day of April -----IS 79

which interest shall be deducted from each installment of payment and the balance of each payment applied in reduction of principal.

All payments to be made hereinafter shall be made at 13101 NE Highway 99
or at such other place as the seller may direct in writing. Vancouver, Washington

Seller will blade a road in at purchasers desired area, purchaser will be responsible
for graveling or finishing such road.

As referred to in the contract, "date of closing" shall be April 30, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments, at law, as between grantor and grantee, hereafter he or she or others in control of real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract for other encumbrance, or has assumed payment of or agreed to payment subject to, any taxes or assessments now or hereon 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 he himself 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 he nor his assigns shall be held to any covenant respecting the condition of any improvements therein now or at the time of closing or 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 title or election. To cap any part of said real estate taken for public use, the portion of the compensation money remaining after payment of my "actual expense" 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 buyer to apply all or a portion of such condemnation award to the rebuilding or restoring of any improvement 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 repairing 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 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 memorandum thereof, 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 exclusions other than the following:

a. Standard general exceptions appearing in said policy form;

b. Liens 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

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, date of which for the purpose of this paragraph (6) 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 paying, 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 default, and any payments so made shall be credited to the payments next falling due the seller under this contract.

(8) Unless otherwise agreed for herein, the purchaser shall be entitled to possession of the real estate so long as such title is held in the sole name of the purchaser or his/her spouse and no estate in joint tenancy nor to joint venture and not to die, to retain the use of the real estate for a period of one year from the date of sale, and to pay all taxes, real estate taxes, insurance, charges for water, sewer, electricity, gas and other services and other expenses of the real estate after the date of purchase, or certified as past due.

(9) In case the purchaser fails to make any payment herein provided for or to maintain insurance, as herein required, and fails to pay or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum on the amount of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right or remedy of the seller 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 any provision hereof or to make any payment required hereunder promptly at the time and in the manner herein set forth, the seller may declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser, including all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be deemed to affect any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights hereunder shall 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 due under this instrument, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, including an attorney's fee 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 if the seller's attorney's fee in any judgment or decree entered in such suit, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, including an attorney's fee 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.

6660

No. _____

TRANSACTION EXCISE TAX

MAY 4 1979

Amount Paid, \$14.50

Skamania County Treasurer
By *John R. Blay*

STATE OF WASHINGTON,

County of _____

On this day personally appeared before me

to me known to be the individual(s) designated in and who executed the within and foregoing instruments, and who, in my presence,
signed the same as _____

for the uses and purposes therein mentioned.

Given under my hand and official seal this

W. Jack Sprinkel by John R. Blay his attorney in fact.

Georgene Sprinkel by John R. Blay her attorney in fact

Wendell J. Flesch

Kathleen Flesch

SAFECO INSURANCE COMPANY

88473

THIS SPACE RESERVED FOR RECORDS

CITY OF TACOMA, STATE OF WASH.

COUNTY OF SKAMANIA, STATE OF WASH.

RECEIVED

I HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT OF WRITING IS FILED BY
Scar. G. Little
OF *Attala, Inc.*
AT *3rd Flr* on *May 7, 1979*
AND IS INDEXED IN BOOK *78*
OF *Deeds* AT PAGE *907*
A COPIE OF THIS INSTRUMENT WAS
MAILED TO *SAFECO INSURANCE COMPANY*
COUNTY AUDITOR
B. Johnson
RECEIVED



SAFECO LIFE INSURANCE COMPANY

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
NOTARIZED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

STATE OF WASHINGTON

County of Clark

On this 26th day of April, 1979 before me personally appeared John R. Blay, who executed the within instrument as Attorney in Fact for W. Jack Sprinkel and Georgene Sprinkel 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 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 (below) is living, and is not incompetent.

Signed under my hand and official seal the day and year last above written.

(S.A.)



John R. Blay
Safeco

SE-473

BOOK 76 PAGE 447

REAL ESTATE CONTRACT
(FORM A-1964)

100-125

RECEIVED AND ENTERED IN TO THIS 26th day of April, 1979

SELLER - W. JACK SPRINKEL AND GEORGENE SPRINKEL, husband and wife

PURCHASEE - WENDELL J. FLESCH AND KATHLEEN FLESCH, husband and wife

RECEIVED AND ENTERED IN TO THIS 26th day of April, 1979

WITNESSED 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:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

TRACT OF LAND IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE N.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT NO. 16 OF THE W. JACK SPRINKEL SURVEY, RECO DED JUNE 2, 1978, UNDER AUDITOR'S FILE NO. 86503, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE NORTH 89°29'28" WEST, A DISTANCE OF 200.84 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID SAME COURSE, A DISTANCE OF 200.84 FEET, THENCE SOUTH 01°08' WEST, A DISTANCE OF 813.30 FEET; THENCE NORTH 73°00' EAST, A DISTANCE OF 206.25 FEET; THENCE NORTH 01°31'28" EAST, A DISTANCE OF 755.61 FEET TO THE TRUE POINT OF BEGINNING.

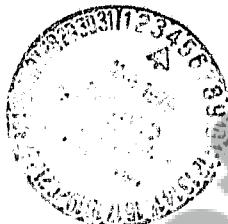
RIGHT OF WAY FOR GEORGENE LANE, (A PRIVATE ROAD) AS SHOWN ON THE PLAT OF THE AFTER MENTIONED SHORT PLAT.

LAWRENCE A. LOT 3 OF SPRINKEL, W. JACK, SHORT PLAT NO. 1, RECORDED DECEMBER 5, 1978, UNDER AUDITOR'S FILE NO. 87727, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

NOTICE TO: Mortgage recorded January 17, 1978 under Auditor's File No. 85611; Deed recorded September 15, 1978 under Auditor's File No. 87226. Terms provisions, and conditions of contract of sale as recorded under Auditor's File No. 85613. Road easements as recorded under Auditor's File No. 86117, 85614, 85613, 85612. Reservation of minerals as recorded under Auditor's File No. 86897.

IT IS AGREED THAT SAID PROPERTY IS REMOVED FROM ITS PRESENT DESIGNATION OF FOREST LAND AND FOREST AREA. IT MAY BECOME LIABLE TO ASSESSMENT OF A COMPENSATION TAX FOR PRIOR YEARS. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HEREIN THAT ANY PENALTY ASSESSED FOR REMOVAL FROM FOREST LAND AND OPEN SPACE DESIGNATION, OR ANY TAX ASSESSED DUE TO HARVESTING OF TIMBER, SHALL BE TAKEN CARE OF DIRECT, BETWEEN SELLER AND PURCHASER.

BOOK 76 PAGE 468



The terms and conditions of this contract are as follows. The purchase price is

THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100-----is \$ 3,450.00 Dollars, of which
FOUR HUNDRED FIFTY AND NO/100-----is \$ 450.00 Dollars have

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

ONE HUNDRED AND NO/100-----is \$ 100.00 Dollars,
or more at purchaser's option, on or before the 30th day of May , 19 79 .

and ONE HUNDRED AND NO/100-----is \$ 100.00 Dollars

or more at purchaser's option, on or before the 30th 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 remaining balance of said purchase price at the rate of 10% per cent per annum from the 30th day of April , 19 79 .

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 13101 NE Highway 99
or at such other place as the seller may direct in writing Vancouver, Washington

Seller will blade a road in at purchasers desired area, purchaser will be responsible for graveling or finishing such road.

As referred to in this contract, "date of closing" shall be April 30, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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 or hereon 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 building, 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 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 or agreement for alterations, improvements or repairs unless the covenant or agreement rolled 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. If 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 waives to allow the purchaser to apply all or a portion of such a condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a civil insurrection, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same that he incurred to the restoration or rebuilding of such improvements within a reasonable time, after a 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 15 days of the date of closing, a purchased title to the property in a standard form or a commitment therefor, issued by SAFFECO Title Insurance Company, insuring the purchaser to the full amount of the purchase price and agreeing to furnish by reason of defect in seller's title to the said real estate as of the date of closing and covering a period not less than the balance due.

(2) The lessee agrees, upon the day of payment by the purchaser hereof and thereafter to pay all taxes, assessments, insurance premiums, and other charges which may be levied against the real estate or stay in force, and to pay all expenses of any kind which may affect the real estate, and subject to the following:

Road easements as recorded under Auditor's File No. 86117, 85614, 85615, 85616
Reservation in document recorded August 7, 1978 under Auditor's File No. 85617

(3) 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 building 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.

(4) In case the purchaser fails to make any payment herein provided for to maintain insurance, or 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.

(5) 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 herein 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 up on the real estate shall be transferred 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 prepaid, return receipt requested, directed to the purchaser to his address last known to the seller.

(6) Upon seller's election to bring suit to enforce any covenant of this contract, including but not to collect any payment required hereunder, the purchaser agrees to pay to reasonable sum in 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 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 this of the date first written above.

6660

No. _____
TRANSACTION EXCISE TAX

MAY 4 1979

Amount Paid \$ 34.50

W. George Sprinkel by John R. Bly, his attorney in fact. SEAL

George G. Sprinkel by John R. Bly, her attorney in fact SEAL

Wendell J. Flesch SEAL

Kathleen Flesch SEAL

STATE OF WASHINGTON

County of _____

On the day personally appeared before me _____ to me known to be the individual _____ described in and who executed the within instrument, and who is duly qualified to do business in the state of Washington, for the uses and purposes therein mentioned.

GIVEN under my hand and affixed thereto this _____ day of _____

At the office of the Clerk of Washington



SAFECO TITLE INSURANCE COMPANY

REGISTRED
INDEXED
SEARCHED
RECORDED
COMPARED
MAILED

NAME _____

ADDRESS _____

CITY AND STATE _____

STATE OF WASHINGTON

County of Clark

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON	COUNTY OF SNOHOMISH
I HEREBY CERTIFY THAT THE INSTRUMENT	
INSTRUMENT OF WRITING FILED BY	
S. G. Little Co.	
ON 4/26/79	
AT 3:45 P.M. MAY 4, 1979	
WAS RECEIVED IN DOOR	
OF Deed AT PAGE 167	
REGISTRY OF SNOHOMISH COUNTY, WASH.	
S. G. Little Co.	



THIS CONTRACT made and entered into this 26th day of April, 1979

B. JACK SPRINKEL AND GEORGENE SPRINKEL, husband and wife

and wife, and MERRILL J. FLECHT AND KATHLEEN FLECHT, husband and wife
hereinafter called the "Seller,"

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:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 37, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT NO. 16 OF THE W. JACK SPRINKEL SURVEY, RECORDED JUNE 2, 1978, UNDER AUDITOR'S FILE NO. 85503, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE NORTH 89°29'28" WEST, A DISTANCE OF 200.84 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID SAME COURSE, A DISTANCE OF 200.84 FEET; THENCE SOUTH 01°00' WEST, A DISTANCE OF 113.30 FEET; THENCE NORTH 71°35'00" EAST, A DISTANCE OF 206.25 FEET; THENCE NORTH 01°31'28" EAST, A DISTANCE OF 755.61 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT RIGHT OF WAY FOR GEORGENE LANE, (A PRIVATE ROAD) AS SHOWN ON THE FACE OF THE AFTER MENTIONED SHORT PLAT.

ALSO KNOWN AS LOT 3 OF SPRINKEL, W. JACK, SHORT PLAT NO. 1, RECORDED DECEMBER 5, 1978, UNDER AUDITOR'S FILE NO. 87139 RECORDS OF SKAMANIA COUNTY, WASHINGTON.

SUBJECT TO: Mortgage recorded January 17, 1978, under Auditor's File No. P5611. Mortgage recorded September 15, 1978 under Auditor's File No. 81228. Terms provisions, and conditions of Contract of sale as recorded under Auditor's File No. 85615. Road easements as recorded under Auditor's File No. 86117, 75614, 85613, 85612. Reservation in document recorded under Auditor's File No. 85897.

IN THE EVENT THAT SAID PROPERTY IS REMOVED FROM ITS PRESENT DESIGNATION OF FOREST LAND AND OPEN SPACE IT MAY BECOME LIABLE TO ASSESSMENT OF A COMPENSATION TAX FOR PRIOR YEARS. IT IS THEREFORE UNDERSTOOD AND AGREED BETWEEN THE PARTIES HEREIN THAT ANY PENALTY ASSESSED FOR REMOVAL FROM FOREST LAND AND OPEN SPACE DESIGNATION, OR ANY TAX ASSESSED DUE TO HARVESTING OF TIMBER, SHALL BE TAKEN CARE OF DIRECTLY BETWEEN SELLER AND PURCHASER.



The terms and conditions of this contract are as follows: The purchase price is

THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100	is	3,450.00 Dollars, of which
FOUR HUNDRED FIFTY AND NO/100	is	50.00
Dollars have		
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:		
ONE HUNDRED AND NO/100	is	100.00
or more at purchaser's option, on or before the 30th day of May 1979,	is	1 Dollars.
and ONE HUNDRED AND NO/100	is	100.00
or more at purchaser's option, on or before the 30th 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 the rate of 10% per cent per annum from the 30th day of April 1979,	is	1 Dollars.

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 13101 NE Highway 99
at such other place as the seller may direct in writing.

Seller will blade a road in at purchasers desired area, purchaser will be responsible for graveling or finishing such road.

As referred to in this contract, "date of closing" shall be April 30, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee become due on said real estate and by the terms of this contract the seller has assumed payment of any mortgage, contract of sale, retainer, advance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereon on said real estate, the same have agreed to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the premises now and hereafter placed on said real estate insured to the usual care, plus floods, against loss or damage by both fire and vandalism in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premium and to renew all policies and renewals thereof to the seller.

(3) The purchaser agrees, 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 or any improvement it may contain 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 liability 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 or non-delivery to said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of preparing 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 resubdividing or restoration of any improvements damaged by force of nature. In case of damage or destruction of a part thereof, the proceeds of such insurance remaining after payment of the reasonable expense of preparing the same shall be devoted to the restoration or rebuilding of such improvement within a reasonable time, unless in the opinion of the seller that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has deeded, 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 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 exceptions appearing in said policy form;
- b. Liens 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
- 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, one of which for the purpose of this paragraph (b) 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 payment necessary to remedy the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

payment or at least
of payment until re-
ason of such default.

(10) That in the event of the existence of this instrument, with respect thereto, it is agreed that in case the purchaser shall fail to make payment of the amount of the instrument to the seller, the seller may demand, all without prejudice to any other right the seller may have,

anywhere in the state of Washington, all expenses of collection, attorney's fees and costs of suit, and all expenses of any kind, including attorney's fees, incurred by the seller in the collection of the same, and the seller shall be entitled to sue for the amount of the instrument, plus interest at the rate of 12% per annum, from the date of the instrument to the date of judgment, and to recover all costs of suit.

Servicing upon purchaser of all demands, bills or other papers with respect to collection and transportation of personal property, which may be held by United States Mail, postage prepaid, or as requested, directed to the purchaser to be delivered free of charge to the seller.

(11) Upon either's election to bring suit in any court or any tribunal of this country, including a trial before any judge, the parties agree, the purchaser agrees, to pay a reasonable sum to attorney fees and all costs and expenses in connection with such suit, which costs 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 can prove that the purchaser agrees to pay a reasonable sum to attorney's fees and all costs and expenses in connection with such suit, the seller shall be entitled to a reasonable sum 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.

6680

No.

TRANSACTION EXCISE TAX

MAY 4 1979

Amount Paid: \$34.50

Skamania County Treasurer
By Wendell J. Flesch

STATE OF WASHINGTON,

County of

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

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal that

W. Jack Sprinkel by John R. Bley his attorney in fact.

Georgene Sprinkel by John R. Bley her attorney in fact

Wendell J. Flesch

Kathleen Flesch

Kathleen Flesch

Fee and voluntary

Notice of Filing and for the State of Washington

Building #



SAFECO TITLE INSURANCE COMPANY

88473

THIS SPACE RESERVED FOR RECORDING

1111 12th Street, Seattle, WA 98101

COUNTY OF SKAMANIA, WA

I HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT IS SIGNED, FILED BY

Safeco Title Co.

OF Seattle, Washington

AT 3:42 PM May 4, 1979

WAS RECEIVED IN COPIES 76

OF Deeds AT PAGE 362

REGISTRY OF SKAMANIA COUNTY, WA

J.P. Flesch

COUNTY AUDITOR

B. Johnson

RECEIVED

NAME:

ADDRESS:

CITY AND STATE:

REGISTERED	Q
INDEXED	DIR.
SEARCHED	
RECORDED	
COMPARED	
MAILED	File

STATE OF WASHINGTON

County of: Clark

On this 16th day of April 1979, before me personally appeared John R. Bley, who executed the within instrument as Attorney in fact for W. Jack Sprinkel and Georgene Sprinkel 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 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 of sound competency.

Given under my hand and official seal the day and year last above written.

(Seal)



Notice of Filing and for the State of Washington, validity of Battle Ground

1112 RR 372

SAFECO TITLE INSURANCE COMPANY - ACKNOWLEDGMENT - ATTORNEY IN FACT

(Signature)