

88487

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 2nd day of May, 1979, by and between JACK SPRING and MELBA SPRING, husband and wife, hereinafter called the Sellers, residing in Skamania, State of Washington, and RODNEY R. McCAFFERTY and YVONNE D. McCAFFERTY, husband and wife, hereinafter called the Purchasers, residing in Skamania, State of Washington, WITNESSETH:

That the Sellers agree to sell and the Purchasers agree to purchase the following described real estate, with the appurtenances thereon, to-wit:

That portion of the Northwest Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, lying northerly of the northerly line of the easement granted to the USA for the Bonneville Power Administration's Bonneville-Vancouver electric power transmission line, and southerly of Duncan Creek.

EXCEPT access road easement to said power line.

SUBJECT to water right and pipeline easements and reserved in deed dated August 30, 1947, and recorded August 30, 1947, at page 479 of Book 31 of Deeds, Records of Skamania County, Washington.

SUBJECT to rights of Spokane, Portland and Seattle Railway Company.

SUBJECT to an easement for a pipeline for the transportation of natural gas, oil, and the products thereof granted to the Pacific Northwest Pipeline Corporation, a Delaware corporation, by right of way contract dated December 26, 1955, and recorded February 6, 1956, at page 134 of Book 41 of Deeds.

situated in Skamania County, State of Washington, on the following terms:

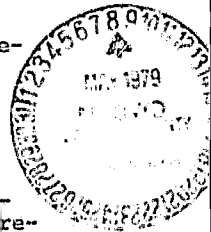
The total purchase price is TWENTY THOUSAND and no/100 DOLLARS (\$20,000.00) which is to be paid in the following manner:

In monthly payments of \$100.00 each, the first of said payments to be made on the 1st day of May, 1979, with like payments thereafter on the 1st day of each month until this contract has been paid in full. This contract shall bear no interest.

It is agreed that the Purchasers shall have possession of said premises from the 1st day of May, 1979.

Purchasers agree to pay all taxes and assessments legally levied against said property subsequent to this date, before the same shall become delinquent.

Purchasers agree to keep and maintain insurance on the improve-



ments on said premises and to assume all hazards of damage to or destruction of any improvements thereon; and agree to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste nor use the premises for any illegal purpose.

In the event Purchasers fail to make payments herein provided, the Sellers may pay such taxes or assessments and effect such insurance, and any amount so paid by the Sellers shall be deemed a part of the purchase price and shall become payable forthwith.

Purchasers agree that a full inspection of the premises has been made and that neither the Sellers nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Sellers agree, on full payment of the purchase price in the manner hereinbefore specified, to execute and deliver to Purchasers a Warranty Deed to the real estate, excepting any part which may hereafter be condemned, free and clear of encumbrances.

Time is of the essence of this agreement. If the Purchasers shall fail to comply with or perform any covenant or agreement hereof promptly and in the manner herein required, the Sellers may elect to declare a forfeiture by written notice to the Purchasers, and at the expiration of thirty days thereafter this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by the Purchasers. In such event and upon Sellers doing so, all payments made by the Purchasers hereunder and all improvements placed upon the premises shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to re-enter and take possession. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address:

or at such other address as the Purchasers shall indicate to the Sellers in writing.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, the moneys received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which may be required to be expended in procuring such money, or to the rebuilding or restoration of the premises.

The payments called for herein are to be made directly to Sellers.

IN WITNESS WHEREOF, the parties hereto have signed this instrument in duplicate, the day and year first above written.

Rodney R. McCafferty
Yvonne D. McCafferty
Purchasers

Jack Spring
Melba C. Spring
Sellers

STATE OF WASHINGTON)
County of Skamania) SS.

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 20 day of May, 1979, personally appeared me JACK SPRING and MELBA SPRING, husband and wife, and RODNEY R. McCAFFERTY and YVONNE D. McCAFFERTY,

88487

husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certified first above written.

Shirley A. Little
Notary Public in and for the State of
Washington residing at Stevenson

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: FIN.	<input checked="" type="checkbox"/>
INDEXED: REC.	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPLETED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

6665

No. _____
TRANSACTION EXCISE TAX

MAY 8 1979

Amount Paid \$200.00

By Skamania County Treasurer

By _____

STATE OF WASHINGTON | 26
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Jack Sprague et al
OF Skamania Co
AT 11:45 A.M. May 8 19 79
WAS RECORDED IN BOOK 26
OF 1100 AT PAGE 433-5
RECORDS OF SKAMANIA COUNTY, WASH.
M. P. Field
COUNTY AUDITOR
B. B. Boleck