

89691

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 23rd day of May, 1979, by and between JACK SPRING and MELBA E. SPRING, husband and wife, hereinafter called the "Sellers", residing in Skamania, State of Washington, and SHAYNE L. KENNEDY and KATHERINE M. LEXOW, as joint tenants with right of survivorship, hereinafter called the "Purchasers", residing in Washougal, 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:

Commencing at a point on the N line of the NW4 of Sec. 34, T2N, R6 E.W.M., 1090.60 ft. N 88° 55' 59" W from the NE corner of said NW4 of Sec. 34; thence S 01° 18' 38" W parallel to the E line of said NW4 of Sec. 34, 118.42 ft. to a point 1091.11 ft. N 88° 55' 59" W, and 118.42 ft. S 01° 04' 01" W from the NE corner of said NW4 as measured along the N line of said NW4 and at right angles to said N line and the POB for Lot 1 of Jack Spring's Short Plat recorded in Book 2, Page 87; thence S 65° 51' 54" E 55.79 ft.; thence S 21° 46' 51" E 156.61 ft.; thence S 38° 27' 37" E 72.94 ft.; thence S 51° 12' 46" W 860.00 ft. more or less to the center line of Duncan Creek; thence northwesterly along the center line of said creek to a point that bears S 57° 56' 34" W from the POB; thence N 57° 56' 34" E 880.00 ft. more or less to the POB, containing 6.5 acres, more or less.

TOGETHER WITH AND SUBJECT to 60.00 ft. easement for ingress, egress and public utilities, over, under and across the property lying 30.00 ft. on each side of the following described centerline: BEG. at a point on the E line of said NW4 of Sec. 34, S 01° 18' 38" W 424.45 ft. from the NE corner of said NW4 of Sec. 34; thence N 88° 49' 40" W 768.29 ft.; thence N 62° 06' 04" W 182.05 ft.; thence N 38° 27' 37" W 72.94 ft.; thence N 21° 46' 51" W 156.61 ft.; thence N 65° 51' 54" W 55.79 ft. to a point 1091.11 ft. N 88° 55' 59" W and 118.42 ft. S 01° 04' 01" W from the NE corner of said NW4 of Sec. 34 as measured along the N line of said NW4 of Sec. 34 and at right angles to said N line, said point being the end of said 60 ft. easement.

ALSO TOGETHER WITH AND SUBJECT TO a 60 ft. easement for ingress, egress and public utilities, over, under and across the property lying 30.00 ft. on each side of the following described centerline: BEG. at a point on the E line of said NW4 of Sec. 34, S 01° 18' 38" W 424.45 ft. from the NE corner of said NW4 of Sec. 34; thence N 88° 49' 40" W 768.29 ft. to the POB for this easement; thence S 35° 52' 35" W 97.72 ft.; thence S 25° 21' 42" W 126.68 ft.; thence S 15° 44' 49" W 198.53 ft. to a point 928.31 ft. N 88° 55' 59" W and 810.78 ft. S 01° 04' 01" W from the NE corner of said NW4 of Sec. 34, as measured along the N line of said NW4 of Sec. 34 and at right angles to said N line, said point being the end of said 60 ft. easement,

situated in Skamania County, State of Washington. PURCHASERS ACKNOWLEDGE that they are acquiring their interest in said real property as joint tenants with right of survivorship, pursuant to

in this agreement.

Sellers agree, on full payment of the purchase price and

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R.C.W. 64.28.010.

TERMS AND CONDITIONS:

The total purchase price is SIXTEEN THOUSAND, TWO HUNDRED FIFTY and no/100 DOLLARS (\$16,250.00), of which the sum of ONE THOUSAND SIX HUNDRED TWENTY-FIVE and no/100 DOLLARS (\$1,625.00) has this day been paid by Purchasers, the receipt whereof is hereby acknowledged by Sellers, and the balance of FOURTEEN THOUSAND, SIX HUNDRED TWENTY-FIVE and no/100 DOLLARS (\$14,625.00) is to be paid as follows:

In monthly installments of \$122.34 each, the first of said installments to be made on the 25th day of May, 1979, with like installments thereafter on the 25th day of each and every month until both principal and interest have been paid in full, the unpaid principal balance to bear interest at 8% per annum. That from each payment shall first be deducted interest to date and the balance shall be applied on principal.

Purchasers may make larger payments at any time, or pay the contract in full, and interest shall immediately cease on all payments so made.

It is agreed that the Purchasers shall have possession of said premises on the 25th day of May, 1979, provided that all the terms and conditions of this agreement are fully complied with.

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 assume all hazards of damage to or destruction of any improvements, if any, on said premises; and agree to keep the buildings and improvements on the premises in good condition and repair and not to permit waste; and agree not to use the premises for any illegal purpose.

In the event Purchasers fail to make any payment herein provided, the Sellers may pay such taxes or assessments and effect insurance, and any amount so paid by the Sellers shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 12 percent per annum until paid, without prejudice to any other rights of Sellers by reason of such failure.

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.

Sellers agree to procure within ten days of the date hereof, a Purchasers' policy of title insurance, insuring the Purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Sellers to the real estate herein described or of reason of prior liens not assumed by the Purchasers.

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

situated in Skamania County, State of Washington. PURCHASERS ACKNOWLEDGE that they are acquiring their interest in said real property as joint tenants with right of survivorship, pursuant to

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in this agreement.

Sellers agree, on full payment of the purchase price and interest 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, except those mentioned herein and any that may accrue hereafter through any person other than the Sellers.

TIME IS OF THE ESSENCE of this agreement. If the Purchasers, or either of them, shall fail to comply with or perform any covenant or agreement hereof promptly at the time 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: 1835 H St., Washougal, WA 98671 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 to Sellers at

IT IS FURTHER AGREED THAT:

1. Purchasers shall not remove any timber from the property without the written consent of the Sellers; provided Sellers agree that they will give reasonable consent to such requests for releases from this clause if they deem, in their discretion, that any such waiver of any provision of this clause will not jeopardize their security. PROVIDED, FURTHER, that any such waiver will not act to void this clause as it pertains to the balance of the property.
2. No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the Sellers, and any such assignment shall render this contract voidable at the option of the Sellers.

the full amount of the purchase price against loss or damage by reason of defect in the title of the Sellers to the real estate herein described or of reason of prior liens not assumed by the Purchasers

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

JACK SPRING
Melba E. Spring
(Sellers)

Katherine M. Lexow
Shayne L. Kennedy
(Purchasers)

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 21 day of May, 1979, personally appeared before me JACK SPRING and MELBA E. SPRING, husband and wife, and ~~SHAYNE LYNN KENNEDY~~ KATHERINE M. LEXOW, to me known to be the individuals described respectively as sellers and purchasers 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 certificate first above written.

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

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 1st day of June, 1979, personally appeared before me SHAYNE LYNN KENNEDY, to me known to be the individual described as purchaser 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 WITNESSETH WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

STATE OF WASHINGTON)
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WITHIN FILED BY JACK SPRING Melba E. Spring Katherine M. Lexow Shayne L. Kennedy WAS RECORDED IN BOOK 76 PAGE 649 OF RECORDS OF SKAMANIA COUNTY, WASH. BY B. Babcock

No. 6745
TRANSACTION EXCISE TAX
JUN 11 1979
Skamania County Treasurer

RECEIVED
INDEXED
FILED
RECORDED
COMPLETED
MAILED