



87973

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 76 PAGE 76

SK11330
2-2-74-800

THIS CONTRACT, made and entered into this 28th day of December, 1978

between **W. JACK SPRINKEL AND GEORGENE SPRINKEL, husband and wife**
 hereinafter called the "seller," and **DAVID C. MILTON AND KAREN S. MILTON, 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 improvements, 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 PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 5 E. OF THE W.M., SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, THENCE NORTH 28°29'28" WEST, 622.81 FEET; THENCE SOUTH 0°10'00" EAST, 644.4 FEET TO THE CENTERLINE OF A 60 FOOT ROAD EASEMENT; THENCE FOLLOWING SAID CENTERLINE NORTH 85°40'00" EAST, 380.86 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 134.03 FEET; THENCE NORTH 53°00'00" EAST, 107.0 FEET; THENCE ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 84.36 FEET; THENCE LEAVING SAID CENTERLINE NORTH 28°29'28" EAST, 518.46 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 89°29'28" WEST, 100.0 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 15 OF SURVEY RECORDED IN BOOK 1 OF SURVEY'S PAGE 150, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

TOGETHER WITH a perpetual easement to maintain a water pipeline in its present location running from said tract Southeasterly across Wantland Road to the existing pumphouse (which is located about 150 feet Southeasterly of the residence on the above described tract), and thence in an Easterly direction from said pumphouse to the spring which is located Southerly of the private road and about 50 feet Northerly of the gas pipeline right of way in the North-easterly corner of the Southwest quarter of the Southeast quarter of the Southwest quarter of said Section 34, together with the perpetual right to maintain said pump and pumphouse and to enter upon said property at all reasonable times for the maintenance of said water system, its pipeline, pump, pumphouse and water collecting facilities at the spring. The within easement is granted on the condition that purchasers, their heirs and assigns, shall be entitled to use said water for the domestic purposes of one single family residence on the property sold hereby to a maximum of one-half (1/2) of the waters developed from said spring, and sellers reserve the privilege of granting to another party one additional easement to said spring and to the use of the remaining one-half (1/2) of the waters developed therefrom. Sellers make no warranty concerning the quality or quantity of water available from said spring.

SUBJECT TO: Mortgage recorded January 17, 1978, under Audiroe's File No. 85611, in Book 55 of Mortgages, page 66. Mortgage recorded May 1, 1978, under Auditor's File No. 86221 in Book 55 of Mortgages, page 297. Mortgage recorded July 11, 1978, under Auditor's File No. 86615 in Book 55 of Mortgages, page 368. Mortgage recorded September 1978, under Auditor's File No. 87226 in Book 55 of Mortgages, page 798. Real Estate Contract recorded January 17, 1978 under Auditor's File No. 85615. Road easements, as recorded under Auditor's File No. 86117, 85514, 85613, 85612, . . . Reservation in document recorded August 7, 1978 under Auditor's File No. 86897.

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

BOOK 76 PAGE 77

64143
TRANSACTION ENTER INC

Amount Paid \$ 325.00

Skagit County Recorder
By *William J. Sprinkel*

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

THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100-----\$ 38,500.00 Dollars, of which
SEVEN THOUSAND SEVEN HUNDRED AND NO/100-----\$ 7,700.00 Dollars have

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

TWO HUNDRED SEVENTY AND 30/100-----\$ 270.30 Dollars.

On or before the 15th day of February 1979

and TWO HUNDRED SEVENTY AND 30/100-----\$ 270.30 Dollars.

On or before the 15th 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 annum from the 24th day of January 1979

where 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 to W. Jack Sprinkel and Georgene Sprinkel
at or at either place as the office may direct at 13101 NE Hwy. 99, Vancouver, Washington.

Purchaser agrees to pay said real estate contract in full on or before January 24, 1983

As referred to in this contract, "date of closing" shall be date of recordation

(1) The purchaser agrees and agrees to pay before delivery all taxes and assessments that may be levied against and granted 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 a lien on said real estate, the purchaser agrees to pay the same before delivery.

(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, at his interest if any, and to pay all premiums therefor and to change 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 responsibility for 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 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 taking of compensation. 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 expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application to 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 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 contract under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by the contract agrees to pay, none of which for the purposes of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contract 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 payments necessary to remove the default, and any payments so made shall be applied to the payments hereunder due the seller under this contract.

(9) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate upon completion of the building and to retain possession so long as the 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 purpose other than that for which the purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, gas, or other utility services connected with said real estate after the date purchase is made by the purchaser.

(10) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein provided, the seller may make such payment or effect such insurance, and any amount so paid by the seller, together with interest at the rate of 7% per annum from the date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller may have by reason of such default.

(11) Time is of the essence of this contract, and it is agreed that in case the purchaser fails to comply with the performance conditions of 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 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 constitute a recognition of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights shall be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(12) Upon seller's election to bring suit to enforce any covenant or contract hereunder, including suit to collect any monies due or to be due, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of such suit, in addition to any amount or decree entered in such suit.

If the seller shall bring suit to procure re-adjudication of the termination of the purchaser's rights hereunder, and if the seller shall be successful, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, in addition to the cost of searching records to determine the condition of title to the land, such suit is commenced, which shall bind the purchaser and his heirs, assigns or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.



W. Jack Sprinkel and George Sprinkel
 David C. Milton
 Notary Public

On this day personally appeared before me
 the undersigned to be the individuals described in and acknowledged the within and foregoing instrument, and personally signed
 the same in presence of me, the undersigned, and in presence of the same as witnesses.
 For this joint and several purposes mentioned.
 GIVEN under my hand and official seal this day of January, 1979.



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____
 ADDRESS _____
 CITY AND STATE _____

RECEIVED
 JAN 23 1979
 CLERK OF SUPERIOR COURT

RECEIVED FOR RECORDERS OFFICE
 COUNTY OF SNOHOMISH
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING IS PROPERLY
 FILED FOR RECORD IN BOOK _____
 AT _____
 THIS 23rd DAY OF JANUARY, 1979
 CLERK OF SNOHOMISH COUNTY, WASH.

STATE OF WASHINGTON }
 County of Clark }
 On this 23rd day of January, 1979, before me personally appeared
 Past for W. JACK SPRINKEL AND GEORGE SPRINKEL who executed the within instrument as Attorney in
 fact for the same as his/her free and voluntary act and deed as attorney in fact for W. Jack Sprinkel and George 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 George Sprinkel
 is now living, and is not incompetent.



GEORGENE SPRINKEL, husband and wife

WILTON AND KAREN S. MILTON, husband and wife

wherein the buyer of the goods and the purchaser agrees to purchase from the seller the following goods and

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PROPERTY LOCATED IN SKAMANIA COUNTY,

SW 1/4 OF THE NORTH-EAST QUARTER OF SECTION 16,
T. 3 N. R. 3 E. S. 16 E. T. 1 M., SKAGANAW COUNTY, WASHINGTON,

(1) FROM THE SOUTHEAST CORNER OF THE SOUTHWEST
 QUARTER OF THE SECTION 34; THENCE NORTH 89°22'
 30" WEST, 100.00 FEET; THENCE NORTH 100°00'
 00" EAST, 130.41 FEET TO
 A POINT ON A CURVE; THENCE FOLLOWING SAID
 CURVE, 114.00 FEET; THENCE ALONG THE ARC OF
 SAID CURVE, AN ARC DISTANCE OF 114.00
 FEET; THENCE ALONG THE ARC
 OF SAID CURVE, AN ARC DISTANCE OF 81.36
 FEET; THENCE NORTH 3°30'00" EAST, 511.80
 FEET TO THE SOUTHWEST QUARTER;
 THENCE SOUTH 89°22'30" WEST, 100.00 FEET TO THE POINT OF BEGINNING.

RECORDED IN BOOK 1 OF SURVEY'S PAGE
WASHINGTON.

to maintain a water pipeline consisting of a water pipeline running from said tract Southwest of Portland Road to the existing pumphouse located about 150 feet Southeast of the residence (described tract), and thence in an easterly direction from said pumphouse to the spring which is located on the private road and about 50 feet from the pipeline right of way in the Northwest corner of the Southwest quarter of the Southeast 1/4 of the Northwest quarter of said Section 34, to together with the right to maintain said pump and pumphouse on said property at all reasonable times for use of said water system, its pipeline, pump, and water-willing facilities at the spring. The use is granted on the condition that purchasers, and assigns, shall be entitled to use said water system for the purpose of one single family residence on said property to a maximum of one-half (1/2) of the water from said spring, and sellers reserve the right to grant to another party one additional acre-foot of water and to the use of the remaining one-half of the surface developed therefrom. Sellers make no warranty as to the quality or quantity of water

Marriage recorded May 1, 1978, under Auditor's File No. 85611, in Book 25 at St. Joseph, page 795. Real Estate Contract recorded in Book 25 at St. Joseph, page 795. Real statements, as recorded under Auditor's File No. 85611. Separation document recorded August 7, 1978

BOOK 70 PAGE 17

No. 6210
AMOUNT \$ 38,500.00
W. Jack Sprinkel and Georgene Sprinkel

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

THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100----- \$ 38,500.00
SEVEN THOUSAND SEVEN HUNDRED AND NO/100----- \$ 7,700.00
TWO HUNDRED SEVENTY AND 30/100----- \$ 270.30

or at the purchaser's option, on or before the 15th day of February 1979

and TWO HUNDRED SEVENTY AND 30/100----- \$ 270.30

or at the purchaser's option, on or before the 15th 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 outstanding balance of said purchase price at the rate of 10% per cent per annum from the 24th day of January 1979

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 W. Jack Sprinkel and Georgene Sprinkel 13101 NE Hwy. 99, Vancouver, Washington.

Purchaser agrees to pay said real estate contract in full on or before January 24, 1983

As referred to in this contract, "date of closing" shall be date of recordation

(1) The purchaser hereby agrees to pay before closing all taxes and assessments that may be levied against and granted 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 a lien on said real estate, the purchaser agrees to pay the same before closing.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed in said real estate insured to the actual cash value thereof against loss or damage by fire, theft and windstorm in a company acceptable to the seller or for the seller's benefit, at 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 agents shall be held to any covenant respecting the condition of any improvements thereon, nor shall the purchaser or seller or the agents of either be held to any covenant or agreement for alterations, improvements or repairs, nor shall the purchaser or seller be held to any covenant or agreement to add and make 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. In case any part of said real estate is taken for public use, the portion of the consideration 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 hereon unless the seller elects to allow the purchaser to apply all or a portion of such consideration award to the rebuilding or restoration of any improvements of the reasonable expense of procuring the same shall be allowed to the restoration or rebuilding of such improvements within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

(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 commitment therefor, issued by SAFCO 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:

- Partial general exceptions appearing in said policy form.
- 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 subject, and
- Any existing or future lien or claim of order 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 shall be deemed defects of seller's title.

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The seller agrees, upon receipt of the purchase price of the premises above described, to execute and deliver to the purchaser a statutory warranty of fulfillment of the covenants and conditions herein contained, and to maintain such warranty of fulfillment until the date of closing through any person or persons the seller, and subject to the following:

Road easements as recorded under Auditor's No's. 86117, 85614, 85613, 85612.

(9) 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.

(10) 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 amount 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.

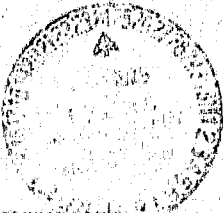
(11) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's 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 the failure and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(12) 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 sum 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 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.



W. Jack Springer By: John R. Blay his attorney in fact (SEAL)

Georgene Springer By: John R. Blay her attorney in fact (SEAL)

David C. Milton (SEAL)

Karen S. Milton (SEAL)

STATE OF WASHINGTON

County of Clark

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 within

free and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of

Notary Public in and for the State of Washington

My Comm. Expires



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR INSTRUMENTS FILED BY

ON _____

AT _____

AND RECORDED IN BOOK _____

OF _____

COUNTY OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

STATE OF WASHINGTON

OF WASHINGTON.

TION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34,
TIP 2 NORTH, RANGE 5 E. OF THE W.M., SKAMANIA COUNTY, WASHINGTON,
IBED AS FOLLOWS:

ING AT A "7/8" IRON ROD AT THE NORTHEAST CORNER OF THE SOUTHWEST
ER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89°29'
EST, 622.81 FEET; THENCE SOUTH 62°10'00" EAST, 634.44 FEET TO
ENTERLINE OF A 60 FOOT ROAD EASEMENT; THENCE FOLLOWING SAID
LINE NORTH 85°40'00" EAST, 380.86 FEET; THENCE ALONG THE ARC OF
FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 114.03
THENCE NORTH 53°00'00" EAST, 95.70 FEET; THENCE ALONG THE ARC
FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 84.36
THENCE LEAVING SAID CENTERLINE NORTH 12°30'00" EAST, 528.46
TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER;
NORTH 89°29'22" WEST, 143.08 FEET TO THE POINT OF BEGINNING.

KNOWN AS LOT 15 OF SURVEY RECORDED IN BOOK 1 OF SURVEY'S PAGE
RECORDS OF SKAMANIA COUNTY, WASHINGTON.

TOGETHER WITH a perpetual easement to maintain a water pipe-
line in its present location running from said tract South-
westerly across Wantland Road to the existing pumphouse
which is located about 150 feet Southeast of the resi-
dence on the above described tract), and thence in an
easterly direction from said pumphouse to the spring which
is located Southerly of the private road and about 50 feet
Northerly of the gas pipeline right of way in the North-
easterly corner of the Southwest quarter of the Southeast
quarter of the Southwest quarter of said Section 34, together
with the perpetual right to maintain said pump and pumphouse
and to enter upon said property at all reasonable times for
the maintenance of said water system, its pipeline, pump,
pumphouse and water collecting facilities at the spring. The
within easement is granted on the condition that purchasers,
their heirs and assigns, shall be entitled to use said water
for the domestic purposes of one single family residence on
the property sold hereby to a maximum of one-half (1/2) of
the waters developed from said spring, and sellers reserve
the privilege of granting to another party one additional
easement to said spring and to the use of the remaining one-
half (1/2) of the waters developed therefrom. Sellers make
no warranty concerning the quality or quantity of water
available from said spring.

IT TO: Mortgage recorded January 17, 1978, under Auditor's File No. 85611, in Book
Mortgages, page 66. Mortgage recorded May 1, 1978, under Auditor's File No. 86221
in Book 55 of Mortgages, page 297. Mortgage recorded July 11, 1978, under Auditor's File
815 in Book 55 of Mortgages, page 588. Mortgage recorded September 1978, under
r's File No. 87226 in Book 55 of Mortgages, page 798. Real Estate Contract recorded
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Auditor's File No. 86897.

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

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

THIRTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100----- is 38,500.00 Dollars, of which
SEVEN THOUSAND SEVEN HUNDRED AND NO/100----- is 7,700.00 Dollars have
been paid, the receipt whereof is hereby acknowledged; and the balance of said purchase price shall be paid as follows:

TWO HUNDRED SEVENTY AND 30/100----- is 270.30 Dollars,

or more at purchaser's option, on or before the 15th day of February 1979,

and TWO HUNDRED SEVENTY AND 30/100----- is 270.30 Dollars,

or more at purchaser's option, on or before the 15th 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 24th day of January 1979, which interest shall be deducted from each installment payment and the balance of each payment applied first to the reduction of principal.

All payments to be made hereunder shall be made at W. Jack Sprinkel and Georgene Sprinkel, 13101 NE Hwy. 99, Vancouver, Washington.

Purchaser agrees to pay said real estate contract in full on or before January 24, 1983

and the date of closing shall be the date of recordation and agrees to pay before delinquency all taxes and assessments that may, as between grantor and grantee hereafter, be levied on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, it has assumed payment of or agreed to purchase subject to, any taxes of said grantor's 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 on 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 the 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 maintenance of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement 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 fire, damage, destruction or taking shall constitute a breach of consideration. In case any portion 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 by payment on the purchase price herein unless the seller elects to allow the purchaser to pay all or a portion of such condemnation award toward the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril not insured by the seller's fire and windstorm policy, the seller shall be obligated to pay the reasonable expense of procuring the same, shall be devoted to the rebuilding or rebuilding of such improvements within a reasonable time, unless purchaser agrees that said proceeds shall be paid to the seller for application on the purchase price hereon.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of fire insurance in standard form, or a commitment therefor, issued by SAFECO Life Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in title, to be in full redemptions of the date of closing and containing no exceptions other than the following:

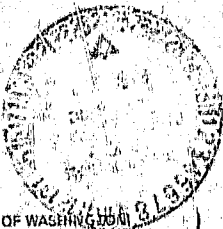
a. Printed general exceptions appearing in said policy form;

b. Loans 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 contract in order which calls for such having 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 shall be deemed defects in seller's title.

(6) If seller, 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 payments necessary to remove the default, but any payments so made shall be applied to the payment of such obligation under this contract.

IN WITNESS WHEREOF, this office hereunto



STATE OF WASHINGTON

County of Clark

On this day personally appeared before me

to me known to be the individual described and who executed the within and foregoing instrument, and acknowledged that

signed it of his own free and voluntary act and deed,

for the uses and purposes therein mentioned,

GIVEN under my hand and official seal this day of

W. Jack Sprinkel By John T. Blay his attorney in fact

Georgene Sprinkel By John T. Blay his attorney in fact

David C. Milton

Karen S. Milton

Notary Public in and for the State of Washington
residing at



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE
CITY OF SPANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING WAS BY
THE PERSONS WHOSE NAMES ARE
SUBSCRIBED TO THE SAME, AND THAT
THE SAME WAS IN COMPLIANCE WITH
THE LAWS OF THE STATE OF WASHINGTON
AT THE CITY AND COUNTY OF CLARK, WASH.
COUNTY CLERK

STATE OF WASHINGTON

County of Clark

On this 23rd day of January, 1979, before me personally appeared

John T. Blay 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 is not incompetent.

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

(Seal)

Sherry L. Mabe
(Signature)

Notary Public in and for the State of Washington, residing at Battle Ground

TL 10 R3 3/77

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ATTORNEY IN FACT