



87973

REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 76 PAGE 76

SAFECO

2-4-74-800

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 understandings, 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 V.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 89°20'00" WEST, 28' FEET, THENCE 5°00'00" EAST, 180.36 FEET; THENCE ALONG THE CENTERLINE OF A 60 FOOT ROAD EASEMENT, THENCE FOLLOWING THE CENTERLINE NORTH 89°00'00" EAST, 180.36 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, 180.36 FEET; THENCE ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 81.46 FEET; THENCE LEAVING SAID CENTERLINE NORTH 89°20'00" WEST, 28' FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89°20'00" WEST, 28' 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 Southeastly across Wantland Road to the existing pumphouse (which is located about 150 feet Southeastly 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 Northeast 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 Auditor's File No. 85611, in Book 35 of Mortgages, page 66. Mortgage recorded May 1, 1978, under Auditor's File No. 86221 in Book 35 of Mortgages, page 297. Mortgage recorded July 11, 1978, under Auditor's File No. 86815 in book 35 of Mortgages, page 508. Mortgage recorded September 1978, under Auditor's File No. 17216 in book 35 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. 85117, 85314, 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 PRIORITY HARVEST. IT IS THEREFORE AGREEMENT AND ACCORD BETWEEN THE PARTIES HERIN THAT ANY PENALTY IMPOSED FOR REMOVAL FROM FOREST LAND AND OPEN SPACE DESIGNATION, OR ANY TAX ASSSESSED DUE TO HARVESTING OF TIMBER, SHALL BE TAKEN CARE OF DIRECTLY BETWEEN SELLER AND PURCHASER.

BOOK 74 PAGE 77

6443

RECEIVED IN CLERK'S OFFICE

APRIL 3 1979

Account Book # 3555-070

Skagit County, Washington

By William C. Johnson, Clerk

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.

Or more at purchaser's option, on or before the 15th day of February, 1979, and TWO HUNDRED SEVENTY AND 30/100----- \$ 270.30 + Dollars,

or more at intervals of one month, 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% plus five percent from the 24th day of January, 1979, 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 W. Jack Sprinkel and Georgene Sprinkel et al, 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 his contract, "date of closing" shall be date of recordation.

(A) The purchaser agrees to pay before delinquency all taxes and assessments, if any, as between seller and grantee or other holder of record of 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 full on delinquency.

(B) 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 fire 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 cancel all policies and renewals thereof to the seller.

(C) The purchaser agrees that full insurable title of said real estate shall be held by the seller and his assigns shall be held to any covenant requiring the condition of any improvements thereto nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for any future improvements or repairs unless the covenant or agreement in paragraph 16(2) as contained herein or in its writing and attached to and made part of this contract.

(D) 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 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 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.

(E) 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 exception other than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of the 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 purpose of this paragraph 16(1) shall be deemed defects in seller's title.

(F) 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 payments necessary to remove the default, and any payments so made shall be applied to the payments now falling due the seller under this contract.

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

(B) Unless a different date is provided for herein, the purchaser shall be entitled to possession of such real estate as soon as payment in full has been made to the seller and to take possession so long as there is no default by the purchaser. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit same and not to use or permit the use of, the real estate for any illegal purposes, and further covenants to pay all service, insurance or construction charges for water, sewer, electricity, gas, or other public utility companies, and real estate after the date purchased is subject to possession.

(D) In case the purchaser fails to make any payment herein provided for or to maintain insurance, or fails to comply with any other term of this contract, the seller may declare all or part of the purchase price paid to him to be due and payable in full, and the seller may then sue for payment until unpaid, shall be payable by purchaser on seller's demand, all without prejudice to any other right the seller may have by reason of such default.

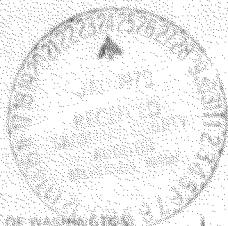
(E) Time is of the essence of this contract, and it is agreed that in case the purchaser fails to comply with any provision of this contract or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein provided, the seller may declare all the purchase rights hereunder terminated, and upon his doing so, all payments made by the purchaser up to the time of termination shall be retained by the seller as liquidated damages, and the seller shall be entitled to take possession of the real estate and no waiver by the seller of any default on the part of the purchaser shall be taken as a release of any subsequent default.

Service upon purchaser of all demands, notices, or other papers with respect to forfeiture and termination of this contract shall be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to him.

(F) Upon either election to bring suit to enforce any covenant of this contract, including but not limited to collection of amounts due under this contract, the seller agrees to pay a reasonable sum, as attorney's fees and all costs and expenses in connection therewith, to the attorney who handles the case, and the amount so paid by the seller shall be deducted from any judgment recovered by the purchaser.

If the seller shall bring suit to procure the acceleration of the termination of the purchaser's rights hereunder, the seller shall pay to the purchaser a sum of money sufficient to cover the cost of searching records to determine the condition of title as of the date such suit is commenced, which sum shall be deducted from any judgment recovered by the purchaser, or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this day of the date first written above:



J. R. B. Notary Public Clark County, Washington

Certified by Clerk of Superior Court, January 23, 1979.

David C. Milton

STATE OF WASHINGTON

County of Clark

On the 23rd day of January, 1979, before me, a Notary Public in and for the State of Washington,  
the undersigned, having come to me for the purpose of executing the instrument attached, did personally appear  
and acknowledged to me that he had signed and executed the same in his presence, and that he was  
of sound mind and under no duress or undue influence.

signed the same,

for the reasons and purposes hereinabove mentioned.

GIVEN under my hand and my official seal this

Notary Public in and for the State of Washington

notary seal.



SAFECO TITLE INC. TITLE COMPANY

Filed for record at Request of

NAME	John R. Blay
ADDRESS	1000 10th Avenue S.
CITY AND STATE	Tacoma, WA

RECEIVED FOR RECORDING	
CLARK COUNTY, WASHINGTON	
I HEREBY CERTIFY THAT THE SUBMITTED	
NOTARY PUBLIC OR CLERK IS A NOTARY PUBLIC	
IN THE STATE OF WASHINGTON	
AT TACOMA, CLARK COUNTY, WASHINGTON	
ON JANUARY 23, 1979	
AND THAT THE SAME IS IN BOND.	
AT TACOMA, CLARK COUNTY, WASHINGTON	
ON JANUARY 23, 1979	

STATE OF WASHINGTON

County of Clark

On this 23rd day of January, 1979, before me, a Notary Public in and for the State of Washington,  
the undersigned, who executed the within instrument at Reference A,  
hereby certifies that he is the duly authorized attorney-in-fact for  
the same as his/her free and voluntary act and deed as attorney-in-fact for V. Jack Sprinkel and Georgene Sprinkel,  
the same as his/her free and voluntary act and deed as attorney-in-fact for V. Jack Sprinkel and Georgene Sprinkel  
for the uses and purposes therein mentioned, and on oath states that the power of attorney authorizing the  
execution of this instrument has not been revoked and that the said V. Jack Sprinkel and Georgene Sprinkel  
is now living, and is not incompetent.



RE-RE-RESTATE CONTRACT BOOK 76 PAGE 76  
12/10/68 A 1964.

1988 day of December, 1978

1940-1942 ANGELINE SPRINKEL, husband and wife

JOSEPH MITTON AND KAREN S. MITTON, husband and wife

Buyer and Seller and the purchaser agree to purchase from the seller the following equipment:

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THE BOSTONIAN SOCIETY A PART THEREOF.

www.1000Properties.com PROPERTY LOCATED IN SKAMANIA COUNTY

THE QUARTER SECTION  
SKYLINE, OLYMPIC NATIONAL PARK, WASHINGTON

RECORDED IN BOSTON CO. SURVEYOR'S PAGE  
WASHINGTON,

to maintain a water pipe-  
line and station running from said tract South-  
ward and East to the existing pumphouse  
about 150 feet Southeasterly of the resi-  
dence described tract), and thence in an  
arc 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 North-  
west corner of the Southwest quarter of the Southeast  
quarter quarter of said Section 34, to other  
parts where to maintain said pump and pumphouse  
upon said property at all reasonable times for  
use of said water system, it: pipeline, pump,  
and water collecting facilities at the spring. The  
Seller, subject on the condition that purchasers,  
and lessees, shall be entitled to use said water  
system for one single family residence on  
said property for a maximum of one-half (1/2) of  
the time from said spring, and sellers reserve  
an additional interest to another party one additional  
water system and to the use of the remaining one-  
half interest developed therefrom. Sellers make  
no guarantee as to the quality or quantity of water  
in the new system.

1978, under Auditor's File No. 85611, in Book  
of Assessments recorded May 1, 1978, under Auditor's File No. 86771.  
Mortgage recorded July 11, 1978, under Auditor's File  
No. 86771. Mortgage recorded September 1978, under  
Book of Mortgages, page 798. Real Estate Contract recorded  
in Book of Contracts, page 616. Real Estate Contract recorded  
in Book of Contracts, page 616. Book of Assessments, as recorded under Auditor's  
File No. 86771. Information in document recorded August 1, 1978.

BOOK 70 PAGE 77

RECORDED  
IN THE OFFICE OF THE  
CLERK OF COURT  
OF WASHINGTON STATE  
AT SEATTLE, WASHINGTON

APRIL 20, 1983 3853 SP

Clarendon County, Inc.

By W. Jack Sprinkel and Georgene Sprinkel

37. 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, or more, or less  
SEVEN THOUSAND SEVEN HUNDRED AND NO/100 \$ 7,700.00 Dollars, or more, or less  
Interest, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE HUNDRED SEVENTY AND 30/100 \$ 370.30 Dollars, or more, or less

or, if date of purchaser's option, on or before the 15th day of February 1979, \$ 370.30 Dollars, or more, or less

and TWO HUNDRED SEVENTY AND 30/100 \$ 370.30 Dollars, or more, or less  
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 102 per cent per annum from the 24th day of January 1979, Dollars, or more, or less  
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 W. Jack Sprinkel and Georgene Sprinkel  
at such office place as the seller may direct, or, Dollars, or more, or less 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 closing 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 advanced payment of any mortgage, contract or other encumbrance or has obtained payment of or agreed to be paid by the purchaser subject to, or, taxes or assessments now or hereafter become a lien on said real estate, the purchaser agrees to pay same before disbursement.

(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 earth, fire, and windstorms in a company acceptable to the seller and, for the seller's benefit, as the interest may appear, and to pay to the premium directly and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full knowledge and full understanding has been made and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements that he may not shall not shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs, except the covenant in agreement set out in contained herein or, Dollars, or more, or less setting out to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to and destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any portion thereof by condemnation, 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 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 applied 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 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 commitment thereto, issued by SAIFECO 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. Lien of tax indebtedness which by the terms of this contract the purchaser is to assume, or as to which the conveyance heretofore is to be made subject and.

c. Any existing or future claim of seller which seller is purchasing said real estate, and any mortgage or other obligation, which seller by said contract agrees to pay, none of which for the purpose of this paragraph b) that he does not release in seller's title.

d. If nothing else is contained in the above, no claim of seller which seller is purchasing said real estate, and any mortgage or other obligation, which seller by said contract agrees to pay, none of which for the purpose of this paragraph b) that he does not release in seller's title.

87973

BOOK 76 PAGE 76

(3) The seller agrees, after receipt of full payment of the purchase price as herein set forth above specified, to execute and deliver to purchaser a statutoryarranty, fullfillment, certificate of title, which shall contain the name of the seller, and subject to the following:

Road easements as recorded under Auditor's No. 66117, 85614, 85613, 85612.

(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 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.

(4) 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.

(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 of agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein recited, 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 future 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 suit to collect any amount 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)

*Georgeene 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 of January, 1976,

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

same was executed free and voluntary, etc and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official signature this day of

Notary Public in and for the State of Washington

residing at \_\_\_\_\_



SAFECO TITLE INSURANCE COMPANY

Filled for Record at Request of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

SEARCHED	INDEXED
SERIALIZED	FILED

THIS SPACE RESERVED FOR RECORDER'S USE	
COUNTY OF CLARKSONIA	
I HEREBY CERTIFY THAT THE WRITTEN	
INSTRUMENT OR DEED IS FILED IN	
CLARKSONIA COUNTY, WASH.	
RECORDED IN BOOK	
ON THE DAY OF JANUARY, 1976	
CLERK OF CLARKSONIA COUNTY, WASH.	
COUNTY CLERK	
COUNTY AUDITOR	

STATE OF WASHINGTON

OF WASHINGTON.

TION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34,  
HIP 2 NORTH, RANGE 5 E. OF THE N.M., SKAMANIA COUNTY, WASHINGTON,  
BED AS FOLLOWS:

NING AT A "1/8" IRON ROD AT THE NORTHEAST CORNER OF THE SOUTHWEST  
ER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH  $30^{\circ}27'$   
EST, 622.81 FEET; THENCE SOUTH  $0^{\circ}10'00''$  EAST, 1634.41 FEET TO  
TERLINE OF A 60 FOOT ROAD EASEMENT; THENCE FOLLOWING SAID  
LINE NORTH  $05^{\circ}40'00''$  EAST, 300.86 FEET; THENCE ALONG THE ARC OF  
FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 114.03  
THENCE NORTH  $53^{\circ}00'00''$  EAST, 95.70 FEET; THENCE ALONG THE ARC  
10 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 84.36  
THENCE LEAVING SAID CENTERLINE NORTH  $11^{\circ}30'00''$  EAST, 518.46  
TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER;  
E NORTH 632.92' 29" WEST, 148.08 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.

DUCHIER WITH a perpetual easement to maintain a water pipe-  
line in its present location running from said tract South-  
easterly across Wantland Road to the existing pumphouse  
which is located about 150 feet Southeasterly 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  
File No. 87726 in book 55 of Mortgages, page 798. Real Estate Contract recorded  
y 17, 1978 under Auditor's File No. 85615. Road easements, as recorded under Auditor's  
86117, 85614, 85613, 85612, . Reservation in document recorded August 7, 1978  
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 HERIN THAT ANY PENALTY  
ED FOR REMOVAL FORM FOREST LAND AND OPEN SPACE DESIGNATION, OR ANY TAX ASSESSED DUE  
VESTING OF TIMBER, SHALL BE TAKEN CARE OF DIRECT, BETWEEN SELLER AND PURCHASER.

Attala Park, 1/385, lot

Stevens County, Wash.

On January 24, 1983

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 1 Dollars, of which

SEVEN THOUSAND SEVEN HUNDRED AND NO/100

is 7,700.00 1 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 1 Dollars

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

.16 .79

and TWO HUNDRED SEVENTY AND 30/100

is 270.30 1 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 such payment applied in reduction of principal.

All payments to be made forward shall be made at W. Jack Sprinkel and Georgeine Sprinkel  
or at such other place as the seller may direct in writing 13101 NE Hwy. 99, Vancouver, Washington.

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

date of closing" shall be "date of recordation"

hereinafter. Seller agrees to pay before delinquency all taxes and assessments that may accrue between grantor and grantee on said real estate, and if by the terms of this contract the purchaser has not paid payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes, assessments, fees, or charges 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 in or greater places on and real estate insured to the full value thereof against loss or damage by fire and windstorm in a company acceptable to the seller and for the seller's benefit, so 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 payment of said real estate has been made and that neither he herself nor his assigns shall be held to any covenant respecting the condition of any improvements therein nor shall the purchaser or seller or the assignee of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser agrees to pay all hazards of damage prior to destruction of any improvements upon said real estate or thereafter placed thereon, and of the taking of said real estate or any part thereof, after public sale, and agrees that no act, damage, destruction or taking shall constitute a cause of termination. 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 that 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 retain all or a portion of such condemnation award, in which case the remaining or restoration of any improvements damaged by such taking in case of damage or destruction from a public use, during the 12 months next preceding such insurance remaining after payment of the reasonably expense of procuring the same, shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, without purchased costs that exceed proportion to said to the seller for application on the purchase price herein.

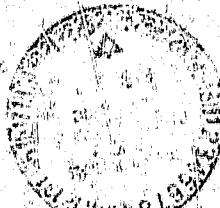
(5) The seller has delivered, or agrees to deliver, within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment thereto, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage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

a. Printed legends excepting appearing in said policy copy.  
b. Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the responsibility hereunder is to be made subject, etc.

c. Any existing contract or contracts under which sole, joint, or co-owning authority of estate, and any mortgage or other obligation, which seller by this contract agrees to pay, some of which for the purpose of the repayment of the same 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 in possession of said real estate, or any mortgage or other obligation which seller is to pay, then during 12 months such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remedy the default, and any payments so made shall be applied to the payment of taxes due on the seller under these terms.

IN WITNESS WHEREOF, the libentis ferito



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 same as

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

residing at

free and voluntary act and deed.

David C. Milton

Karen S. Milton

SEAL

SEAL

SAFECO TITLE INSURANCE COMPANY  
 SAFECO

Filed for Record at Request of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

THIS SPACE IS RESERVED FOR RECORDER'S USE  
CITY OF SPANIAKA

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OR CONTRACT FILED BY

\_\_\_\_\_

ON \_\_\_\_\_

AT \_\_\_\_\_

19\_\_\_\_

RECORDED ON \_\_\_\_\_  
SAFECO Title Insurance Company — ACKNOWLEDGMENT — ATTORNEY IN FACT

SAFECO

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

Battle Ground

TY 1 R 3 D 74

(Signature)