

88988

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 17<sup>th</sup> day of July, 1979, by and between JACK SPRING and MELBA E. SPRING, husband and wife, hereinafter called the "Sellers", and BARON L. BABCOCK and BRENDA BABCOCK, husband and wife, hereinafter called the "Purchasers", WITNESSETH:

The Sellers agree to sell to the Purchasers, and the Purchasers agree to buy of the Sellers, the real property more particularly described on Schedule "A" which is attached hereto, specifically referred to, and by this reference incorporated herein, situate in Skamania County, State of Washington.

TERMS AND CONDITIONS:

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

Monthly installments of ONE HUNDRED DOLLARS (\$100.00) each, the first of said payment to be made on the 1st day of September, 1979, and like payments to be made on the 1st day of each month thereafter until this contract has been paid in full.

(2) Purchasers are entitled to physical possession of the subject property on September 1, 1979.

(3) Purchasers agree to pay before delinquency, all taxes and assessments which may, as between sellers and purchasers, hereafter become a lien on the real estate; and purchasers agree to keep any buildings placed upon the premises insured to the full insurable value thereof against loss or damage by fire.

(4) Purchasers also agree to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agree to keep any improvements on the premises in good condition and repair and not to permit waste; and agree not to use the premises or any part thereof for any illegal purpose.

(5) In the event purchasers fail to make any payment hereinbefore provided, the sellers may pay such taxes and 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, without prejudice to any other right of sellers by reason of such failure.

(6) 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 attached to and made a part hereof.

Transaction in compliance with County sub division ordinance.  
Skamania County Assessor - By *[Signature]*

(7) Sellers agree that on full payment of the purchase price in the manner hereinbefore specified, that they shall execute and deliver to purchasers a warranty deed to said property, 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.

(8) This contract may not be assigned or hypothecated, nor may the property, or any portion thereof, be sold or encumbered in any way whatsoever without the written consent of the sellers.

(9) Parties agree that no timber shall be removed from the subject property without the written consent of sellers, provided the 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.

TIME IS OF THE ESSENCE of this agreement. If the purchasers fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, sellers may elect to declare all of the purchasers' rights hereunder terminated, and upon their doing so all payments made by 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 of the property. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at such address as purchasers shall indicate to sellers in writing. If sellers, within six months after such forfeiture, commence an action to procure an adjudication of the termination of purchasers' rights under this contract, purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and reasonable attorney's fees.

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

Payments called for herein are to be made to sellers at their Skamania, Washington, address.

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

SELLERS:

Jack Sprague  
Melba E. Sprague

PURCHASERS:

Baron L. Balcock  
Barbara L. Balcock

for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and attached to and made a part hereof.

100  
100

BOOK 76 PAGE 864

STATE OF WASHINGTON )  
County of Skamania ) ss.

This is to certify that on this 10<sup>th</sup> day of July, 1979, personally appeared before me JACK SPRING and MELBA E. SPRING, husband and wife, and BARRY BABCOCK and KRENDA BABCOCK, husband and wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY hand and official seal this 10<sup>th</sup> day of July, 1979.

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

0066

No. 0066  
TRANSACTION EXCISE TAX

JUL 18 1979

Amount Paid \$200.00

Skamania County Treasurer

By John A. Little

RECEIVED  
JUL 18 1979  
JUL 18 1979  
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STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
Krennda Babcock  
OF North Bonneville, WA  
AT 3:30 P.M. July 18, 1979  
AS SHOWN IN BOOK 76  
PAGE 862-865  
BY J. P. Little  
COUNTY CLERK  
B. Babcock  
DEPUTY

88988

BOOK 76 PAGE 865

SCHEDULE "A"

(To be attached to Real Estate Contract dated July 17,  
1979, by and between JACK SPRING & MELBA E. SPRING, H&W,  
sellers, to BARRY BABCOCK & BRENDA BABCOCK, H&W, Purcha-  
sers)

Skamania County, Washington

BEGINNING at the Northeast corner of Section 33, Township 2 North, Range 6 East of the Willamette Meridian; thence South along the East line of the Northeast Quarter of said Section 33, 2050 feet, more or less, to the North line of the Madsen tract, as recorded in Book 65, Page 437; thence West along the North line of said Madsen tract and a projection thereof 678 feet, more or less, to the East line of the Larson tract, as described in Book 32, page 482; thence North 19° 47' East along the East line of the said Larson tract 128.7 feet, more or less, to an angle point in said Larson East line; thence North 76.8 feet to the Northeast corner of said Larson tract; thence West along the North line of the said Larson tract to the West line of the East half of the East half of the Northeast quarter of said Section 33; thence North along the said West line of the East half of the East half of the Northeast quarter of Section 33, 1220 feet, more or less, to a point 660 feet South of the North line of said Northeast quarter of Section 33; thence West parallel to the North line of said Northeast quarter of Section 33, 330 feet, more or less, to the East line or a Southerly projection of said East line of the Jack Fuller tract as described in Book 54, page 472; thence North parallel to the West line of the East half of the Northeast quarter of said Section 33, 660 feet, more or less, to the North line of the said Northeast quarter of Section 33; thence East 990 feet, more or less, to the POINT OF BEGINNING. Containing 35.5 acres, more or less.

TOGETHER with an easement for the private right of ingress and egress over and across the northeast corner of Grantors' property sufficient to meet private road standards on a specific location to be selected by Grantors.

TOGETHER with and subject to a 60ft. wide easement for ingress and egress and public utilities over, under and across the existing road to the Rodney McCafferty tract as recorded in Book 76, page 483, records of Skamania County, Washington.

SUBJECT to Bonneville Power right-of-way