



89419

REAL ESTATE CONTRACT
FORM A-19641

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SAFECO

SK 11659

2-534-800

THIS CONTRACT, made and entered into this 5th day of September, 1979
between W. JACK SPRINKEL AND GEORGENE SPRINKEL, husband and wife
hereinafter called the "seller," and DAVID C. MILTON AND KAREN 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 appurtenances, in Skamania County, State of Washington:

LEGAL DESCRIPTION ATTACHED AND MADE A PART HERETO:

SUBJECT TO: Mortgage, as recorded under Auditor's File No. 85611, 87226. Contract of
sale, as recorded under Auditor's File No. 85615. Road Easements as recorded under
Auditor's File No. 86117, 85614, 85613, 85612. A perpetual and non-exclusive easement
as recorded under Auditor's File No. 88476 corrected under Auditor's File No. 88525.
An easement for a pipeline for the transportation of natural gas, oil, as recorded
under Auditor's File No. 49842. Road Maintenance agreement, as recorded under Auditor's
File No. 88479 and 86967.

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

TWENTY-FIVE THOUSAND FIVE HUNDRED AND NO/100----- \$25,500.00 Dollars, of which
ONE THOUSAND THREE HUNDRED NINETY ONE AND 24/100----- \$1,391.24 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED FIFTY AND NO/100----- \$250.00 Dollars,

or more at purchaser's option, on or before the 7th day of October, 1979,

and TWO HUNDRED FIFTY AND NO/100----- \$250.00 Dollars,

or more at purchaser's option, on or before the 7th 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 7th day of September, 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 13101 NE Hwy. 99
or at such other place as the seller may direct in writing, Vancouver, Washington.

Purchaser agrees to pay said real estate contract in full on or before THREE years
and SIX months from date of closing.

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

September 7, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied upon or against 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 delinquency.

(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 vandalism 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 deliver all policies and receipts 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 respecting the 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 relied on 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 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 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 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 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 to; and

c. Any existing contract or contracts under 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 (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 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 first falling due from seller under this contract.

171 The seller agrees, upon receiving full payment of the purchase price and interest in the manner above provided, to execute and deliver to the purchaser a statutory warranty. **Fulfillment**
part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing and be the responsibility of the purchaser, and subject to the following:

Contract of sale, as recorded under Auditor's File No. 85615. Road easements, as recorded under Auditor's File No. 86117, 85614, 85613, 85612. An easement for pipeline, as recorded under Auditor's File No. 49842. A perpetual and non-exclusive easement for ingress, egress and utility purposes, as recorded under Auditor's File No. 88476. Road Maintenance agreement, as recorded under Auditor's File No. 88479, 86967.

(8) 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.

(9) 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 payable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) 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 forfeiture 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.

(11) 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 sums 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 sums 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 Sprinkel (SEAL)

By: John R. Blay his attorney in fact

Georgene Sprinkel (SEAL)

By: John R. Blay her attorney in fact

David C. Milton (SEAL)

Karen Milton (SEAL)

STATE OF WASHINGTON,

County of _____

On this day personally appeared before me

STATE OF WASHINGTON

County of _____ Clerk

On this _____ day of _____, 19 79, before me personally appeared _____

John R. 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 and for the 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 not living, and is not incompetent.

GIVEN UNDER HAND AND OFFICIAL SEAL the day and year last above written.

Sherry L. Moore (Signature)

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

TL-32 R3 3/77

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ATTORNEY IN FACT

Filed for Record at Request of _____

NAME

ADDRESS

CITY AND STATE

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY,
STATE OF WASHINGTON, TO-WIT;

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LOT 17:

A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, SOUTH 89° 30' 12" EAST, 262.80 FEET FROM AN IRON PIPE AND BRASS CAP AT THE SOUTHWEST CORNER OF SECTION 34;

THENCE NORTH 32° 00' 00" EAST, 33.39 FEET TO THE CENTER OF THE SALMON FALLS COUNTY ROAD AND THE BEGINNING OF A 60 FOOT EASEMENT CENTERLINE;

THENCE NORTH 32° 00' 00" EAST, 233.48 FEET;

THENCE ALONG THE ARC OF A 300 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 68.94 FEET;

THENCE NORTH 45° 10' 00" EAST, 16.63 FEET;

THENCE ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 157.08 FEET;

THENCE NORTH 27° 10' 00" EAST, 33.51 FEET;

THENCE ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 74.18 FEET;

THENCE NORTH 35° 40' 00" EAST, 92.70 FEET;

THENCE ALONG THE ARC OF A 300 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 87.27 FEET;

THENCE NORTH 85° 40' 00" EAST, 330.86 FEET;

THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 118.33 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 09° 59' 03" EAST, 69.49 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A 60 FOOT EASEMENT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 13° 35' 00" WEST, 653.20 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER;

((CONTINUED))

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REGISTERED *h*
INDEXED *h*
SERIALIZED
FILED
MAY 1964
FBI - NEW YORK

GP / SAN