



90430

REAL ESTATE CONTRACT (FORM A-1964)

BOOK 77 PAGE 914

THIS CONTRACT, made and entered into this 12th day of March, 1980

between W. JACK SPRINKEL and GEORGENE SPRINKEL, husband and wife, MICHAEL A. BROWN and DEBRA C. BROWN, husband and wife, KENNETH M. BROWN, JR. and JOYCE E. BROWN, husband and wife, KENNETH M. BROWN, JR. and SIGAN E. BROWN, husband and wife.

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.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



The terms and conditions of this contract are as follows: The purchase price is \$17,500.00 Dollars of which ONE THOUSAND SIX HUNDRED AND NO/100 \$1,600.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: ONE HUNDRED FIFTY AND NO/100 \$1,500.00 Dollars or more at purchaser's option, on or before the 1st day of April 1980 and ONE HUNDRED FIFTY AND NO/100 \$1,500.00 Dollars or more at purchaser's option, on or before the 1st 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 10.25 percent per annum from the 1st day of March 1980. All payments to be made hereunder shall be made at 98665.

Notwithstanding the aforesaid payment terms of this Contract, the purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing Seller, within four (4) years from date of closing.

It is a condition of this agreement that no building will be permitted on subject property until road is approved by Skamania County.

TRANSACTION EXCISE TAX

MAR 14 1980

- (1) The purchaser warrants and agrees to pay... (2) The purchaser agrees, until the purchase price is paid... (3) The purchaser agrees that full inspection of said real estate has been made... (4) The purchaser assumes all hazards of damage to or destruction of any improvements... (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... a. Free of general exceptions appearing in said policy form. b. Lends or insurances which by the terms of this contract the purchaser is to assume... c. Any existing contract or contract under which seller is purchasing said real estate... (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...

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty of fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

1. Easements recorded under Auditor's File No. 76117 and corrected under 88525, 95614, 85612, 88476 and 49842. 2. Road Maintenance Agreements recorded under Auditor's File No. 88479, 86967, 89420, 87972 and 88474.

(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 repayable 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 and in the place within above.

Kenneth E. Brown, Jr.

W. Jack Sprinkel & Georgene Sprinkel, Buyers, play the attorney in fact

Joyce M. Brown, Jr.

Georgene Sprinkel, Buyers, play the attorney in fact

Kenneth M. Brown, Jr.

Michael A. Brown

Dusan Brown

STATE OF WASHINGTON

County of Clark

C. Brown

On this day personally appeared before me, Notary Public in and for the State of Washington, Kenneth E. Brown, Jr., known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.

Given under my hand and official seal this 14th day of July, 1980.



Notary Public in and for the State of Washington
Battle Ground

90430

SAFECO TITLE INSURANCE COMPANY
SAFECO
Filed for Record at Request of & Please return to:

NAME W. JACK SPRINKEL & GEORGENE SPRINKEL
ADDRESS 7902 N.E. St. Johns Rd.
CITY AND STATE TACOMA, WA, OREGON

THIS SPACE RESERVED FOR RECORDER'S USE

FAKELY CERTIFY THAT THE WITHIN INSTRUMENT OR WITHIN FILED BY: [Signature] AT 11:35 A.M. 7-14-80 REGISTERED INDEXED: DR, E INDICTED RECORDED: COMPARTS MAILED

LOT 1:

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

BEGINNING AT A 5/8" IRON ROD AT THE NORTHEAST CORNER OF SECTION 34; THENCE SOUTH 00° 34' 00" WEST 1314.83 FEET TO A 5/8" IRON ROD AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34; THENCE NORTH 89° 28' 08" WEST 329.27 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00° 37' 43" EAST ALONG THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 1314.88 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89° 27' 30" EAST, 327.85 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: 1. Mortgage recorded January 17, 1978, under Auditor's File No. 85611, Volume 55 of Mortgages, Page 66, which the seller agrees to continue to pay according to its terms and provisions and in accordance with Paragraph 6 below. 2. Mortgage recorded September 17, 1978, in Book 55 of Mortgages, Page 798, Auditor's File No. 87226, which the seller agrees to pay according to its terms and provisions and in accordance with Paragraph 6 below. Assignment of Mortgage recorded September 15, 1978, under Auditor's File No. 87227. 3. Contract of sale recorded January 17, 1978, in Book 74 of Deeds, Page 131, Auditor's File No. 85615. 4. Easements recorded January 17, 1978 under Auditor's File No. 76117 and corrected under Auditor's File No. 88525, and easements recorded under Auditor's File No. 85614, 85613, and 85612. 5. Easement recorded May 4, 1979, under Auditor's File No. 88476. 6. Easement recorded January 4, 1956, under Auditor's File No. 49842. 7. Road Maintenance Agreement recorded May 4, 1979 under Auditor's File No. 88479. 8. Road Maintenance Agreement recorded August 7, 1978, under Auditor's File No. 86967. 9. Road Maintenance Agreement recorded September 13, 1978, under Auditor's File No. 89420. 10. Road Maintenance Agreement recorded January 24, 1979, under Auditor's File No. 87972. 11. Road Maintenance Agreement recorded May 4, 1979 under Auditor's File No. 88474.

and the 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 10.25 per cent per annum from the 12th day of MARCH, 19 80 who's 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 7902 N.E. St. Johns Pl. or at such other place as the seller may direct in writing. Vancouver, Wa. 98665

Notwithstanding the aforementioned payment terms of this contract, the purchaser agrees to pay in full, the entire remaining principal balance, together with any accrued interest owing seller, within Four (4) years from date of closing. 7902

It is a condition of this agreement that no building will be permitted on subject property until road is approved by Skamania County.

TRANSACTION EXCISE TAX

As stated in this contract, "date of closing" shall be date of recordation Amount Paid MAR 14 1980

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on said real estate or hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of such taxes or assessments, or has assumed payment of or agreed to purchase subject to, any taxes or assessments, 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 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 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 assigns shall 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 forfeiture 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 of 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 contracts under which seller is purchasing said real estate, and any mortgage or lien 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 mortgagee shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the discharge of the debt. Noting that the seller under this contract

TO 1984 CA 44 147

(Individual)

STATE OF CALIFORNIA }
COUNTY OF Bern } SS.

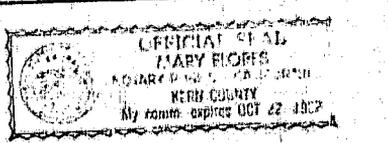
On March 2, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth M. Brown & Susan E. Brown

known to me to be the person S whose name is subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Mary Flores

TITLE INSURANCE AND TRUST
A TICO COMPANY



(This area for official notarial seal)

X
Joyce
X
Kenneth M. Brown, Jr.
X
Susan Brown

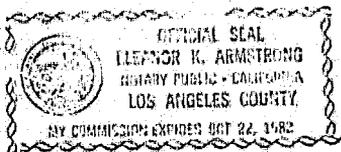
W. Jack Sprinkel by John R. Blay his attorney in fact
Georgene Sprinkel by John R. Blay her attorney in fact

X Michael A. Brown (SEAL)
X C. Brown (SEAL)

STATE OF WASHINGTON
County of Clark

On this day personally appeared before me ~~Michael A. Brown~~ ~~C. Brown~~, ~~Brown, Kenneth~~,
to me known to be the individual described in and who executed the within and 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 _____ day of _____, 1980



[Signature]
Notary Public in and for the State of Washington
residing at Battle Ground

90450



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of & Please return to:

NAME W. JACK SPRINKEL & GEORGENE SPRINKEL
ADDRESS 7902 N.E. St. Johns Rd.
CITY AND STATE Vancouver, WA, OREGON

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED BY <i>Shirley Little Co.</i>	
AT <i>11:25 AM</i> _____, 1980	RECEIVED <input checked="" type="checkbox"/>
BY <i>[Signature]</i>	INDEXED <input checked="" type="checkbox"/>
RECORDED IN COUNTY OF _____	INDEXED <input checked="" type="checkbox"/>
_____	RECORDED <input checked="" type="checkbox"/>
_____	COMPAR'D <input checked="" type="checkbox"/>
_____	MAILED <input checked="" type="checkbox"/>

STATE OF WASHINGTON
County of Clark



On this 12th day of March, 1980, before me personally appeared John R. Blay, who executed the within instrument as Attorney in fact for Jack Sprinkel & 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 Jack Sprinkel & 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 Jack Sprinkel & Georgene Sprinkel is now living, and is not incompetent.

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

Shirley L. Brandman
(Signature)
Vancouver

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

No. 89420. int ... d January , 1979, under Auditor's File No. 879/2. 11. Bond Maintenance Agreement recorded May 4, 1979 under Auditor's File No. 88474.

Unofficial Copy

STATE OF WASHINGTON, } ss.
County of Clark



On this day personally appeared before me Michael A. Brown & Debra C. Brown h/w

to me known to be the individual S described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 11th day of March, 1980

Sherry L. Brandt

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

TL-34 R1 6/74

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY