



91603

REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 78 PAGE 998A

12071

THIS CONTRACT, made and entered into this 12th day of November, 1980  
between W. JACK SPRINKEL and GEORGENE SPRINKEL, husband and wife  
hereinafter called the "seller," and RENE HARRIS, a single man  
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 ON THE REVERSE SIDE ON EXHIBIT "A" AND MADE A PART HERETO:

SUBJECT TO: Road Easements of record in the office of the recording officer of Skamania County, Washington; A perpetual and non-exclusive easement for ingress, egress and utility purposes, recorded under Auditor's File No. 88476; An easement for a pipeline for the transportation of natural gas, oil, and the products thereof recorded under Auditor's File No. 88479; Road maintenance agreements of record in the office of the recording officer of Skamania County, Washington; Unrecorded road maintenance agreement dated July 3, 1980.

The terms and conditions of this contract are as follows: The purchase price is FOURTEEN THOUSAND AND NO/100ths.

One Thousand Three Hundred and no/100ths \$ 14,000.00 Dollars, of which  
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/100ths \$ 1,100.00 Dollars have  
\$ 150.00 Dollars,  
or more at purchaser's option, on or before the 1st day of December 19 80  
and One Hundred Fifty and no/100ths \$ 150.00 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 diminishing balance of said purchase price at the  
rate of 10% per cent per annum from the 12th day of November 19 80  
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  
or at such other place as the seller may direct in writing: 7902 N.E. St. Johns Rd.  
Vancouver, Wa. 98665

BALANCE OF DOWN PAYMENT IN THE AMOUNT OF \$1,700.00 TO BE PAID ON OR BEFORE 90 DAYS FROM  
NOVEMBER 12, 1980 AT THE RATE OF Ten (10) PER CENT PER ANNUM. IF PAYMENT IS PAID ON OR  
BEFORE 30 DAYS FROM NOVEMBER 12, 1980, NO INTEREST SHALL BE CHARGED.  
NOTWITHSTANDING THE AFOREMENTIONED PAYMENT TERMS OF THIS CONTRACT, THE PURCHASER AGREES TO  
PAY IN FULL, THE ENTIRE REMAINING PRINCIPAL BALANCE, TOGETHER WITH ANY ACCURED INTEREST  
OWING SELLER, WITHIN FIVE (5) YEARS FROM DATE OF CLOSING.

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

- (1) The purchaser assumes and agrees to pay before delivery all taxes and assessments that may be between grantor and grantee hereafter be one 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 pay 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 theft from a company acceptable to the seller and for the seller's benefit, as no 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 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 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 improvements thereon 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 reconstruction 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 10 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFE CU 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 tax lien 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 next falling due the seller under this contract.

(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

### 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. Any unpaid taxes and/or assessments due.
2. Road Easements in the office of the recording officer of Skamania County, Washington.
3. Easements of record in the office of the recording officer of Skamania County, Washington.
4. Road maintenance agreements of record in the office of the recording officer of Skamania County, Washington.

(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 at his address as 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.

No. 1-7841  
TRANSACTION EXCISE TAX

NOV 2 1980  
Amount Paid: \$146.00

Skamania County Treasurer  
By Rene Harris

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me

Rene Harris

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

he signed the same as his

(free and voluntary act and deed),

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of November, 1980



Sherry L. Brandema  
Notary Public in and for the State of Washington  
residing at Vancouver

91603



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of & Mail To:

Registered E  
Indexed, Elr. E  
Indirect E  
Recorder 1  
Mailed E

NAME W. Jack Sprinkel

ADDRESS 7902 N.E. St. Johns Rd.

CITY AND STATE Vancouver, Wa. 98665

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING FILED BY	
<u>Sherry L. Brandema</u>	
OF <u>Skamania Co.</u>	
AT <u>3:20 P.M. 11-20-80</u>	
WAS RECORDED IN BOOK <u>78</u>	
OF <u>Need</u> AT PAGE <u>999</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>Sherry L. Brandema</u>	
NOTARY PUBLIC	



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, 73.95 FEET FROM AN IRON PIPE AND BRASS CAP AT THE SOUTHWEST CORNER OF SECTION 34, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 30' 12" EAST 188.85 FEET;

THENCE NORTH 32° 00' 00" EAST, 33.39 FEET TO THE CENTER OF THE SALMON FALLS COUNTY ROAD, AND THE BEGINNING OF A 40 FOOT EASEMENT CENTERLINE;

THENCE NORTH 32° 00' 00" EAST, 233.44 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, 16.62 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, MORE OR LESS TO THE CENTERLINE OF GEORGENE LANE (PRIVATE);

THENCE FOLLOWING CENTERLINE SOUTH 74° 15' 00" WEST 630 FEET, MORE OR LESS TO THE WEST LINE OF SPRINKLE TRACT AS DESCRIBED IN BOOK 74 PAGE 125;

THENCE SOUTHERLY ALONG THE WEST LINE 445 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

ALSO KNOWN AS LOT 1 OF SPRINKEL, W. JACK SHORT PLAT #1 UNDER AUDITOR'S FILE NO. 87719 RECORDED DECEMBER 5, 1978 BEING SHORT PLAT OF SURV. TRACT NO. 16.

STATE OF WASHINGTON

County of Clark



SAFECO

On this 18th day of November 19 80, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. Jack Sprinkel to me known to be the individual described in, and who executed the within instrument for him self and also as the Attorney in Fact for Georgene Sprinkel and acknowledged to me that he signed and sealed the same as his own free and voluntary act and deed for him self, and also as his free and voluntary act and deed as Attorney in Fact for said Georgene Sprinkel in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor incompetent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Sherry L. Brandman

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