

91730



REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 79 PAGE 68

SK-17362

THIS CONTRACT, made and entered into this 26th day of March, 1979
between W. JACK SPRINKEL and GEORGENE SPRINKEL, husband and wife
hereinafter called the "seller," and BRADLEY WARD BARNES, 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 AND MADE A PART HERETO:

SUBJECT TO: Mortgage, recorded under Auditor's File No. 85611. Mortgage as recorded under Auditor's File No. 86221. Mortgage, as recorded under Auditor's File No. 86815. Mortgage as recorded under Auditor's File No. 87226. Terms, provisions, and conditions of contract of sale recorded January 17, 1978 under Auditor's File No. 85615. Road easements as filed under Auditor's File No. 86117, 85614, 85613, 85612. Reservation in document recorded under Auditor's File No. 86897.

IN THE EVENT THAT SAID PROPERTY IS REMOVED FROM ITS PRESENT DESIGNATION OF FOREST LAND IT MAY BECOME LIABLE TO ASSESSMENT OF A COMPENSATION TAX FOR PRIOR YEARS. IT IS THEREFORE UNDERSTOOD AND AGREED BETWEEN THE PARTIES HEREIN THAT ANY PENALTY ASSESSED FOR REMOVAL FROM FOREST LAND DESIGNATION, OR ANY TAX ASSESSED DUE TO HARVESTING OF TIMBER, SHALL BE TAKEN CARE OF DIRECT, BETWEEN SELLER AND PURCHASER.

EIGHTEEN THOUSAND AND NO/100----- is 18,000.00 Dollars, of which
ONE THOUSAND EIGHT HUNDRED AND NO/100----- is 1,800.00 Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED AND NO/100----- is 200.00 Dollars,
or more at purchaser's option, on or before the 1st day of February, 1979,
and TWO HUNDRED AND NO/100----- is 200.00 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 1st 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 13131 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 January 1, 1983.
It is hereby agreed between purchaser and seller there is to be no timber removed
EXCEPT for the purpose of homesites or roads leading to homesite.

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

(1) The purchaser assumes and agrees to pay before the maturity all taxes and assessments that may be levied against the real estate hereunder for taxes and assessments, and if by the terms of this contract the purchaser has assumed payment of any mortgage 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 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 deliver all policies and receipts therefor 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 his 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 consideration award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied in payment on the purchase price hereon unless the seller elects to allow the purchaser to satisfy all or a portion of such consideration 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 the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereon.

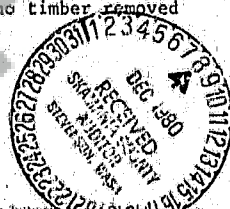
(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage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

a. Patent general exceptions appearing on 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

Any existing or future 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:

Road easements as filed under Auditors File No. 86117, 85614, 85613, 85612,.
Reservation in Document recorded under Auditor's File No. 86097.

(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 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

7857

No. 7857
TRANSACTION EXCISE TAX

NFC 81980

Amount Paid \$180.00 + 36.00

Skamania County Treasurer

By Bradley Ward Barnes

STATE OF WASHINGTON,

County of ClarkOn this day personally appeared before me Bradley Ward Barnes, a single man

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 19th day of March, 1979

Shirley K. Hume
County Public Notary and for the State of Washington
Residing at Battle Ground



SAFECO

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Registered
Indexed, D.R.
Inverted
Recorded
Mailed

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON	SS
COUNTY OF SKAMANIA	SS
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Shirley K. Hume</u>	
OF <u>Skamania Co., Wa.</u>	
AT <u>2:45 P.M.</u>	<u>12/8</u> 19 <u>79</u>
WAS RECORDED IN BOOK <u>79</u>	
ON <u>12/8</u> AT PAGE <u>58-60</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>Shirley K. Hume</u>	
COUNTY PUBLIC NOTARY	

REVISED
LOT 6:

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A portion of the Southwest quarter of the Northeast quarter of Section 34, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 5/8" iron rod at the Northwest corner of said Southwest quarter of the Northeast quarter of Section 34; thence South 47° 52' 13" East, 965.07 feet to the West right-of-way line of a 60 foot easement;

THENCE following said West right-of-way line South 55° 00' 00" West, 195.46 feet;

THENCE along the arc of a 150 foot radius curve to the left for an arc distance of 127.85 feet;

THENCE South 06° 10' 00" West, 12.29 feet;

THENCE along the arc of a 470 foot radius curve to the right for an arc distance of 123.05 feet;

THENCE South 21° 10' 00" West, 34.16 feet;

THENCE leaving said West right-of-way line North 89° 00' 00" West, 471.39 feet to the West line of the Southwest quarter of the Northeast quarter;

THENCE North 01° 12' 11" East, 1021.55 feet to the POINT OF BEGINNING;

Containing 10.15 acres more or less;

SUBJECT TO easements and restrictions of record;

TOGETHER WITH AND SUBJECT TO that certain road easement as described in Volume Page , Skamania County Deed Records.

Budley H Barnes

STATE OF WASHINGTON

County of Clark

ss.



On this 19th day of March, 1979, before me personally appeared John Blay, who executed the within instrument as Attorney in Fact for W. Jack Sprinkel & Georgene Sprinkel, and acknowledged to me that he/she signed and sealed what was his/her free and voluntary act and deed as attorney in fact for W. 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 W. 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)

Sheryl Moran
(Signature)

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