

REAL ESTATE CONTRACT

(FORM A-1964)

EK 10195 2-6-700

THIS CONTRACT, mode and entered into this 4th. day of April, 1977.

Dean Vogt and Lois Vogt, husband and wife

hereinofter called the "seller," and Hagedorn Inc., a Washington Corporation

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 appartenances, in Skamania County, State of Waskington:

The Southeast quarter of the Northeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian. Together with easements of record in Section 6, and Section 5, Township 1 North, Range

6 East of the Willametta Meridian and together with and subject to a 60 foot nonexclusive easement over emisting roads in the East half of the Northeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

Rogether with and subject to a 60 foot non-exclusive easement over existing roads in the East half of the Southeast quarter of Section 51, Township 2 North, Range 6 East Glamette Meridian.

The terms and conditions of this contract are as follows: The purchase price is	
Sixteen thousand and no/100	(\$16.000.00) Dollars, of which
Five thousand and no/100-been poid, the receipt whereof is hereby acknowledged, and the balance of said purchase	(\$5,000.00) Pollars have
One hundred ten and no/100	(\$120.00) Dollars,
or more of purchaser's option, on or before the 100 day of Key	, 19 77 ,
or more at purchaser's option, on or before the 125 day of each succeeding cale purchase price shall have been fully paid. The purchaser further agrees to pay interest	ndar month until the balance of said
purchase price at the rate of 120 per cent per annum from the 10t day which interest shall be deducted from each installment payment and the balance ever principal.	of April , 1977 , sich payment applied in reduction of
This contract to be cashed out no later than rebruar or a such other place as the seller may direct in writing.	y 1, 1981.
Upon request, seller agrees to provide Warranty Deeds in part contract upon payment to the their heirs, successors of ass	ial fulfillment of this igns the following sums:

\$700. per acre in minimum five (5) acre tracts, said sum to be paid in addition to the regularly called for payments herein and shall apply directly to the contract balance then owing. Purchaser agrees to provide all local descriptions and bear all costs pertaining thereto. Purchaser further agrees not to release any parcel without leaving adequate access for ingress, egress and utilities to all land remaining under contract.

April 1, 3,977 As referred to in this contract, "date of classing" shall be

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter and granter hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortigage, contract or other encumbrance, or has assumed payment of ar 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 pold, to keep the buildings now and breafter placed on so a real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a cumpany 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 respecting the condition of any improvements thereon nor shall the purchaser or soller or the assigns of either be held to any covenant or agreement for alterations, insprovements or repairs unless the cos mant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- ment 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 domage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of soid real estate are ny part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case day part of said real estate is taken for public use, the portion of the condomnation award remaining after payment of reasonable expenses of procuring the same shell be paid to the seller and applied as payment on the purchase price herein unless the sailer elects to allow the purchaser to apply all or a partion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a partitionary and insured against, the proceeds of such insured 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 soller to application on the purchase price herein.

 (5) The sails has delivered, as carried to deliver within 15 days of the days of election as purchaser's active of the called and a facility of the called the called and a facility of the called the called the called the called the called to the called the days of the called the called
- (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 Security Title Insurance Campony of Washington, Insuring the purchaser to the full comman of soid purchase price against loss or dimage by reason of defect in seller's title to sold estate as of the date of clasing and containing ne exceptions other than the following:
 - a. Printed general exceptions appearing in sold policy forms
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the convoyance herounder is to be made subject; and
 - c. Any existing contract or contracts under which seller is purchasing haid real estate, and any marigage or other obliga-tion, which taller 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) It seller's title to said real estate to subject to an existing contract or conflucts under which seller is purchasing a state of any maripage or other obligation which seller is to pay, satter agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to take any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling dub the seller under this contract.

County of Clark

A. It. 19.72. before me, the underrigued, a Notein duly commissioned and swork personally appeared



REAL ESTATE CONTRACT

(FORM A-1964)

SK 10195 2-6-706

day of April, 1977, THIS CONTRACT, made and entered into this 4th.

Dean Vogt and Lois Vogt, husband and wife

hereinester called the "seller," and Hagedorn Inc., a Washington Corporation

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

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agreed to purchase from the seller the County, State of Washington: following described real estate, with the appurtenances; in Skamania

The Southeast quarter of the Northeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian. Together with easements of record in Section 6, and Section 5, Township 1 North, Range 6 Fast of the Willamette Meridian and together with und subject to a 60 foot nonexclusive easement over existing roads in the East half of the Northeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

Rogether with and subject to a 60 foot non-exclusive easement over existing roads in the East half of the Southeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

Sixteen thousand and no/100
Pive thousand and no/100 (\$5,000.00) Dollars have been pold, the receipt whereof is hereby ockrowledged, and the balance of said purchase price stall be paid as follows:
One hundred ten and no/200
one numbers of purchaser's option, on or before the let day of Kay (\$110.60) Dollars, and One hundred ten and no/100 (\$110.60)
and One hundred, ten and no/100
or more at purchaser's option, on or before the Lot day of each succeeding calendor month until the balance of said or more at purchaser further agrees to pay interest on the diminishing 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 shall have been fully paid. The purchaser further agrees to pay interest on the diminishing 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 shall have been fully paid. The purchaser further agrees to pay interest on the diminishing 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 shall have been fully paid. The purchaser further agrees to pay interest on the diminishing 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 shall have been fully paid.
purchase price shall have been fully paid. The purchase furnar agrees but day of April 1977 purchase price at the rate of 7.5 per cent per annuit from this 1.00 day of April 1977 purchase price at the rate of payment applied in reduction of which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of
Phig contract to be easied out no Later than Pehruary 1, 1981. All payments to be made hereunder shall be made at
Upon request, seller agrees to provide Warranty beens in united the following suas: contract upon payment to them, their heir high successors or assigns the following suas:
the regularly called for payments nerein and and learning and bear all
balance then owing. Purchaser across to the agrees not to release any parcel without costs pertaining thereto. Purchaser further agrees not to release any parcel without costs pertaining thereto.
leaving adequate access for ingress, egress and total total
April 1, 197?

As referred to in this contract, "date of closing" shall be (1) The purchastr desumes and agrees to pay before delinquency all fares and assessments that may as between granter and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchase has assumed payment of on a greed 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 across, until the purchase price is fully paid, to keep the buildings this and hereafter placed an said road astate insured to the actual cash value thereof against lass or damage by both fire and windstorm in a company acceptable to the actual cash value thereof against lass 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 astate has been made and that no ther the seller nor his assigns wholl be held to any covenant respecting the condition of any improvements thereon are shall the purchaser or seller or the assigns of either be hid to any covenant or agreement for diffrations, improvements or repairs unless the coverant or agreed what relied on is contained herein or is in writing and attached to and made a part of this contract.

ment relied on is contained herein or is in writing and attached to and made a part of this contribut.

(4) The purchaser assumes all hazerds of damage to or destruction of any improvements now an said real estitle or herein in the provided of the toking of said real estate or day part thereof for public use; and digrees that no such damage, after placed thirteen, and of the toking of said real estate or day part thereof for public use; and digrees that no such damage, delituation or taking shall constitute a failure of consideration. In case only part of said real estate is taken for public use, the provided of the constitution of the condemnation award templates the relier effects to allow the purchase to apply all or the subtlement of such condemnation award to the reduciding or restoration of any improvements damaged by such taking, in case of a photon of such condemnation award to the reduciding or estate that said proceeds that is reducided as the insurance condemnation in the such case of a procuring the same shall be devoted to the restruction or rebuilding of such insurance that is a proceeds shall be paid to the sellor for application on the purchase of the restruction of the date of closing, a purchase, and it is a purchase of the date of closing, a purchase, and the purchase of the date of closing and containing an exceptions of the date of closing and containing an exceptions of the date of closing and containing an exceptions of the other than the following:

a. Printed general extensions appearing in add policy farms:

a. Printed general expentions appearing in said palicy faring

b. Liens or emcumbilines which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereufider is to be made subject, and

c. Any existing conflict or controcts under which seller is purchasing and real ustate, and any mittings or other abliga-tion, which saller by this custract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed delects in seller by title.

devetts in saler is title.

(b) If spiller's fille til sold red estate is subject to an existing confroct of contracts under which seller is purchasing sold

(b) If spiller's fille til sold red estate is subject to an existing confroct of contracts under which seller is til pay, seller adject to make such payments in accordance

(7) The caller agrees, upon receiving full parameter of the purchase Pull illustration deadire is all real appare, manipales ellecuto and deligar to perchasei is atatutary worranty... pirs the not hereafter takes, for public use, free of encumbrances knowledge and Man way purson other than the keller, and publication the following:

(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 fetain 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 report. It not to permit waste and not to use, or permit the use of, the real estate if only illegal purpose. The purchaser covenant, to pay all service, installation or construction charges for water, sower, plectricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case this purchaser fails to make any payment heroin provided or to minimize insurance, as herein required, the seller may make such payment or effect such insurance, and any mounts so paid by the seller, together with interest at the rate of 10% per as sum thereon from date of payment until re. . shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason. It 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 an perform any condition or agreement heraif or to make any payment required hereunder promptly at the time and in the manner herain required, the seller any elect to declare. If the purchaser's rights hereunder terminated, and upon his doing as, all payments made by the purchaser hereunder and all improvements placed upon the rective that he forfaited to the seller as liquidated demanges, and the soller shall have right to re-enter and the passassion of the real estate; and no waiver by the seller of ony default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon jurchaser of all demands, notices or other papers with respect to forfaiture and termination of purchaser's rights may be made by United States Mail, postage pre-pad, return receipt requested, directed to the purchaser at his address last known to the seller.

last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including built to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as atterney'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 sellar 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 utiliziney'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. 4614 TRANSACTION EXCISE TAX _(SEAL) APR 6 1977 Amount Paid / 6 c 55 Skemania County Treasurer, Ha edem Inc. ISFAL Y STATE OF WASHINGTON, On this day personally appeared before me William F. Hagedorn described in and who executed the within and foregoing instrument, and acknowledged that to me known to be the individual signed the same as free and voluntary act and deed, he for the uses and purposes therein mentioned. April 1977. GIVEN under my hand and offic al seal this 5th Notary Public in and for the State of Washington roniming at Late Late LEB 1977 Race



SECURITY TITLE INSURANCE COMPAN

Filed for Record at Request of

	REGISTERED S
	INDEXED: DIR.5
AME	MOIRECT: 5
DDRESS.	: CHOROSON !
	COMPARED
HTY AND STATE	MAILED

THIS SPACE RESERVED FOR RECORDER'S USE COUNTY OF SKAMANIA I HEREBY CERTHY THAT THE WITHIN INSTRUMENT OF WRITING, PILED BY. Jose Page ATOMSCPA SCIONE 197 70 WAE RECORDED IN BOOK __at page 50.3 reads. RECORDE OF SKAMANIA CCHANTY, WASH 1 Model GOUNTY AUGITOR CLE TOTE TO

STATE OF

MINE THE RESIDENCE OF THE PERSON NAMED IN PARTY OF THE PERSON NAMED IN PAR

her/inafter called the "purchaser," WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the County, State of Washington: Skamania following described real estate, with the appartenences, in

The Southeast quarter of the Northeast quarter of Section 51, Township 2 North, Range

Together with easements of record in Section 6, and Section 5, Township 1 North, Range 6 East of the Willamette Meridian and together with and subject to a 60 foot nonexclusive easement over existing roads in the East half of the Fortheast quarter of Section 51, Township 2 North, Range 6 East of the Willamette Meridian.

Rogether with and subject to a 60 foot non-exclusive easement over existing roads in the East half of the Southeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridi .

The terms and conditions of this contract are as follows: The purchase price is - (\$16,000.00) Dollars, of which Sixteen thousand and no/10/-Pitro thousand and no/100 (\$5,000.00) Dallo been poid, the receipt whereof is hareby acknowledged, and the balance of said purchase price shall be paid as follow Dollars. One hundred ten and no/100-, 19 77 or more at purchaser's option, on or before the May) Dollars, - (\$110.CO land One handred ten and no/100-Emore at purchaser's aption, an or before the 1.3t day of each succeeding colendar month until the balance of said pychase price shall have been fully fold. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the ieth of 75 per cent per annum from the Lot day of April , 1977, which interest shall be deducted from such installment payment and the balance of each payment applied in reduction of which interest shall be deducted from such installment payment and the balance of each purchase price at the isto of

All payments to be made hersunder shall be made at a such other place as the seller may direct in writing.

Upon request, seller agrees to provide Warranty Doeds in partial fulfillment of this contract upon agreent to them, their heirs, successors or assigns the following cuan: 3700. Len come in minimum five (5) core tracts, said sum to be paid in addition to the regularly called for payments herein and small apply directly to the contract ralance then cwing. Purchaser agrees to provide all legal descriptions and bear all costs percalaing therest. Purchaser further agrees not to release any parcel without leaving alequate access for in reco, egress and utilities to all land remaining under contract.

April 1, 1977

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

- (1) The purchaser assumes and agrees to pay before delinquerity all taxes and assessments that may as between granter and gruntee hereafter become a linn on said real estate; and if by the terms of this contract the purchaser has assumed payment of any marigage, contract or other encumbrance, or has assumed payment of ar 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 purchase agrees, until the purchase price is fully paid, to keep the buildings new and hereafter placed on said real estate insured to the actual cash value thereof against lass or damage by both fire and windstorm in a company acceptable to the actual cash value thereof against lass or damage by both fire and windstorm in a company acceptable to the seller of 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 astate has been made and that neither the seller nor his assigns shall be field to any covenant respecting the condition of any improvements thereon any 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 at 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 teal estate or herefor placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, of the placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, of the placed thereon, and of the taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the parties of procuring the same shall be devoted to the restoration of any improvements damaged by such taking, in case of admitted the parties of procuring the same shall be devoted to the restoration of any improvements damaged by such taking in case of time, unless purchaser the parties of the parties 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 shill 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 Security Title Insurance Company of Washington, 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 the purchase 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:

 - b. Liens of amoumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance herounder is to be made subject; and
 - e. Any existing contract of contracts under which seller is purchasing said tool estate, and any mortgage or other obliga-tion, 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.
- Total seller's titly 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 accurdance with the terms thereof, and upon default, the purchasor 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.

required, the seller may elect to declare all the pure reun of the purchaser hereinder and all improvements placed up. the reun assure a sale be forfested to the seller as liquidated damages, and the seller shall have right to re-enter and take passession of the roal estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a weiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfesture 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 have to the seller. 11) Upon seller's election to bring suit to enforce any ecvention of this contract, including suit to collect any payment required hereunder, the purchaser egrees to pay a researchte sum as attending to the suit and off costs and expenses in connection with such suit, which sums that he sums that he encluded in any indigitions or decree entered in such suit.

If the saller shall bring suit to produce an adjustication of the termination of the purchaser's rights hereunder, and judge life the saller shall bring suit to produce an adjustication of the termination of the purchaser's rights hereunder, and judge ment is so entered, the purchaser ogrees to apply a researchable sums a statemer's feet and all costs and expenses in donnettion 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 printies hereto have executed this instrument as of the date first written above. No. 4614 TRANSACTION EXCISE TAX APR 6 1977 Amount Paid / Co Skamania County Treasuror Hagedern Inc. STATE OF WASHINGTON County of William F. Hagedorn On this day personally appeared before me to me known to be the individeal described in and who executed the within and foregoing instrument, and acknowledged that free and voluntary act and dotd, his signed the same as for the uses and purposes therein mantioned. day of April 1977. GIVEN under my hand and official seat this 5th 18.10 Natury Public in and for the State of Washington residing of the second second THIS SPACE RESERVED FOR RECORDER'S USE COUNTY OF SKAMANIA SECURITY TITLE INSURANCE COMPAN-HERENY CERTHY THAT THE WITHIN INSTRUMENT OF WALLED BY. Filed for Record at Request of AND TO CH Cloud REGISTERED 🍮 indexen: dia. RECOIDS OF SKANLING CENANTY, WASH PUBLIFECT: RULLITUD: ADDRESS COMPARED CITY AND STATE WAILED STATE OF WAY Countr of clark A. D. 19.77, before me, the undersigned, a Notary On this 500 day of. ... duly commissioned and sworn personally appeared Public in and for the State of_ Dean Vogt and Lois Vogt to me known to be the individual. S described in and who executed the foregoing instrument, and acknowledged to toe that Zhe signed and scaled the said instrument as Africa and voluntary act and deed for the uses and purposed Zhe signed and senled the said instrument and tree and voluntary act and deed for the use in mentioned.

WITNESS my hand and official sent hardinafficial the day and year in this certificate above written.

Notary Public in and for the State of testing at the Carter of testing at the State of the State o therein mentioned. toolding at 2/2 ----