

REAL ESTATE INVESTMENT

THE ADVICE OF THE EXPERTS

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PARIS 44 VERS 842

Dann Vogt, and Lois Vogt, Husband and wife and
William Prokes and Lucille Prokes, husband and wife

Moselle F. Dieder and Jeanette B. Dieder, husband and wife

Medieval Latin literature

WITNESSED that the seller agreed to sell to the purchaser and the purchaser agreed to purchase from the seller the following described property, all in the county of _____, _____ County, State of _____:

The North end of the southeast quarter of the Southeast quarter of Section 33,
Twp. 21 N., Range 5 E., N. M.

The contracted conditions of this contract are as follows: The purchase price is Seven thousand nine hundred fifty and no/100 (\$ 7,950.00) Dollars, of which Eleven hundred ninety two and 50/100 (\$ 1,192.50) Dollars have been paid by the buyer, whereof he hereby acknowledges, and "the balance of said" purchase price shall be paid as follows:

Sixty seven and 50/100 67.50

The entire contract to be paid in full before 27 April, 1979.

No. 658
TRANSACTION EXCISE TAX



MAY - 5 1971
Amherst Post 79⁵⁰
Blair and CO Danville
Santa Clara County Libraries

As referred to in the above-mentioned letter dated April 27, 1971.

- a. Printed general conditions 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 or created under which either is purchasing said real estate, and any mortgage or other obligation, which
 may be placed upon the same heretofore or hereafter in each case for the purpose of the paragraph (5) shall be deemed defects in seller's title.

- (6) It is agreed to said real estate is subject to no existing contract or encumbrance under which there is due any amount to any person, and it is further agreed to make such payment in accordance with the terms of this instrument, and the seller shall be at the right to take any payment necessary to remove the same, and the payments made shall be to the seller under this contract.
- (7) The buyer agrees, upon his living, to pay interest of the purchase price and interest in the rates above mentioned to the seller, and to pay all taxes, including the tax on the property for public uses, etc., of the subject property after the date of closing through any portion other than the subject property to the following:

Easement for road and utility purposes, 30' in width from the west end of County Road #121/4 to the North Line of subject property over and along the existing logging road.

(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 purchase 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 purposes. The purchaser covenants to pay all service, insurance 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 for in a timely manner, 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 from the date of payment until repaid, shall be repayable by purchaser to seller's demand, at without prejudice to any other right the seller may have by reason of such default.

(10) This is the essence of this contract, and it is agreed that if 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 his 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 last known to the seller.

(11) Upon either 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 sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to produce 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 time such suit is commenced, which costs 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.

Robert L. Proksel (NAME)
Josephine B. Proksel (NAME)
William Proksel (NAME)
Lucille Proksel (NAME)
Dean Vogt (NAME)
Lois Vogt (NAME)

Seal (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me *Dean Vogt, Lois Vogt, William Proksel and Lucille Proksel* to me known to be the individuals 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.

27th

day of April, 1971

Notary Public in and for the State of Washington,

Residing at... Vancouver

73394

STATE OF WASHINGTON	COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE CERTAIN	
INSTRUMENT OF WRITING, FILED BY	
<i>Robert L. Proksel</i> (Signature)	
ON <i>May 5, 1971</i>	
AT <i>3:10 P.M.</i>	
WAS RECORDED IN BOOK <i>62</i>	
ON <i>May 5, 1971</i> AT PAGE <i>81A</i>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<i>Robert L. Proksel</i> (Signature)	
COUNTY AUDITOR	
RECEIVED AND INDEXED FOR RECORD	
REGISTRATION NO. 73394	

To somebody in particular and before
RECORDED THIS DAY OF MAY
1971 BY CLERK OF THE COURT

REGISTERED	<i>B</i>
INDEXED: DIR	<i>B</i>
INDIRECT	<i>B</i>
RECORDED:	
COMPARED	
MAILED	