

PENNSYLVANIA
Title Insurance Company
WILKINSON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of May, 1971,

between Dean Vogt and Lois Vogt, Husband and wife,
William Proksel, and Lucille Proksel, Husband and wife;

hereinafter called the "Seller," and

John J. Hansen, a single man

hereinafter called the "Purchaser,"

WITHIN SIGHT, 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 aforesaid, in Skamania County, State of Washington:

The Northwest quarter of the Northeast quarter (NW_{1/4} NE_{1/4}) of Section 1; Township 1 North, Range 5 E. W. M.

No. 675
TRANSACTION EXCISE TAX

MAY 17 1971

Amount Paid \$1,1975.00

Received (Signature)
Skamania County Treasurer.

By



The terms and conditions of this contract are as follows: The purchase price is Eleven thousand nine-hundred seventy five & no/100 (\$ 11,975.00) Dollars, of which Eighteen hundred and no/100 (\$ 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:

One hundred two and no/100 or more at purchaser's option, on or before the 1st day of June 1971 \$ 102.00 Dollars, and One hundred two and no/100 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 8 per cent per annum from the 1st day of May, 1971, 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 or at such other place as the seller may direct in writing.

The entire contract balance to be paid in full by May 1st, 1970. Road to be build by seller into East side of NE_{1/4} of NE_{1/4}. Entire 80 acres to have approximate corner stakes in and flagged inbetween.

As referred to in this contract, "date of closing" shall be 1st May, 1971.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a 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 purchase subject to, any taxes or assessments now or 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 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 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 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 in itself 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 thereto, issued by PENNSYLVANIA 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 contract 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.

(e) If seller's title to said real estate is reached by an existing encumbrance or interests under which seller is responsible, said real estate, any easements or other obligations, which may be in \times pay, seller agrees to make such payments in a reasonable sum with the money received, and upon demand, the purchaser shall have the right to which may payments necessary to remove the default, and any amounts so paid shall be applied to the payments made by the seller under this contract.

(7) If a vendor 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 _____
taken for public record of encumbrances except any that may arise after date of closing through any person other than the seller, and
subject to the following:

(c) 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 buyer fails to pay any payment herein provided for or to make his insurance, as herein required, the seller may make such payment, deduct any amounts as paid by the seller, together with interest at the rate of 10% per annum thereon from the date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller may 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 herein 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.

(1) 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 at 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 prevent an adjudication of the termination of the purchaser's rights hereunder, and judgment is 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.

THE ATTACHED WRITING, THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT AS OF THE DATE FIRST WRITTEN ABOVE.

Eric Johnson (cont.)

John West

Plant

James B. Pfleiderer

William D. Smith

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me **Dean Vogt, Lois Vogt, William Proksel, Lucille Proksel**

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

They
thank me.

第10章

THEIR

free and voluntary act and deed, for the uses and purposes

... GVERN under my hand and official seal this

1st day of May, 1971

Laura B. B.
Laura B. B. for the State of Washington

...and the world is yours for your taking.

Living in Vancouver

73428

STATE OF WASHINGTON | ss
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
G. J. Linsenmaier
OF Steensland Va
AT 1:37 p.m. May 17 1971
WAS RECORDED IN BOOK 62
OP Hecke AT PAGE 507-6
RECORDS OF SKAMANIA COUNTY, WASHINGTON
Approved
COURT AUDITOR
201 TACOMA ST. BOX 20000 SEATTLE, WASH. 98101

WASHINOTON TILL DISASTER
PARKER WILSON, THE AUTHOR OF "THE GREAT DEPRESSION"

