

François Poinsot

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DEAL ENTITLEMENT CONTRACT

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Test Day 45 May 1971

John Young, and Lois Vogt, Husband and wife.

W. Paul Proksel and **Lucille Proksel**, Husband and wife

Charles H. Cuda and Patricia Cuda, husband and wife
Edward A. Bush and Diane E. Bush

Leonard A. Buck and Pearl E. Buck, Husband and wife

Worster called the "partner."

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:

All that portion of Southwest quarter of Southeast quarter, of Northwest quarter (SW^{1/4} SE^{1/4} NW^{1/4}) of Section 6 Township 1 North, Range 6 E. W. M. lying easterly of the center line of the County Road No. 1099 designated as the Smith-Cripe Road.

The terms and conditions of this contract are as follows: The purchase price is
Three thousand nine hundred fifty and no/100 (\$ 3,950.00) Dollars, of which
Six hundred and no/100 (\$ 600.00) Dollars have

been paid, its receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Thirty-three and 50/100 (§ 33.50) Dollars,
 or more at purchaser's option, on or before the 1st day of June, 19⁷¹,
and Thirty-three and 50/100 (§ 33.50) 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 7 per cent per annum from the 1st day of May, 19⁷¹,
 which interest shall be deducted from each installments 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.

Entire contract to be paid in full prior to May 1, 1979.

No. 716
TRANSACTION EXCISE TAX

JUNA - 1971

Amount Paid \$1.35-
Received by
Skamania County Treasurer

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

(4) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee accrue, become a lien on said real estate, and if by virtue of any of the terms of this contract the purchaser has assumed payment of any mortgage, or debt, or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter existing, the purchaser agrees to pay the same by time delinquent.

(2) The purchaser agrees, until the same date as is fully paid, to keep the buildings now and hereafter placed on said real estate, in good repair, and to insure them against loss by fire and windstorms 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 thereto 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 either of the assigns of either be held to be bound by any covenant or agreement for maintenance, repair or repair unless the covenant or agreement relied on is contained herein or is otherwise specifically referred to.

in writing and attached to and made a part of this contract:

(4) The purchaser assumed 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 preparing 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 expense of preparing 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

(5) The seller has delivered, or agrees to deliver within 17 days of the date of closing, a purchaser's policy of title insurance in standard form or a commitment thereto issued by INSURANCE COMPANY, insuring the purchaser to the full amount of all purchase price against loss or damage by reason of defects in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- b. Any existing contract or contracts relating to the purchase of real estate, and any mortgage or other obligation, which exists by this contract agrees to pay, less credit 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 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:

An easement 30' in width for road and utility purposes over and across the existing gravel road which runs in and east-west course. Sketch attached.

*W.P. C.H.C. P.A.C. D.V.
J.P. L.A.B. P.E.B. L.C.*

(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 on behalf of 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 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.

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Dean Vogt, and 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 signed the same as their free and voluntary act and deed, for the uses and purposes

herein mentioned.

GIVEN under my hand and official seal this

1st

day of May, 1971

Notary Public in and for the State of Washington,

residing at Vancouver,

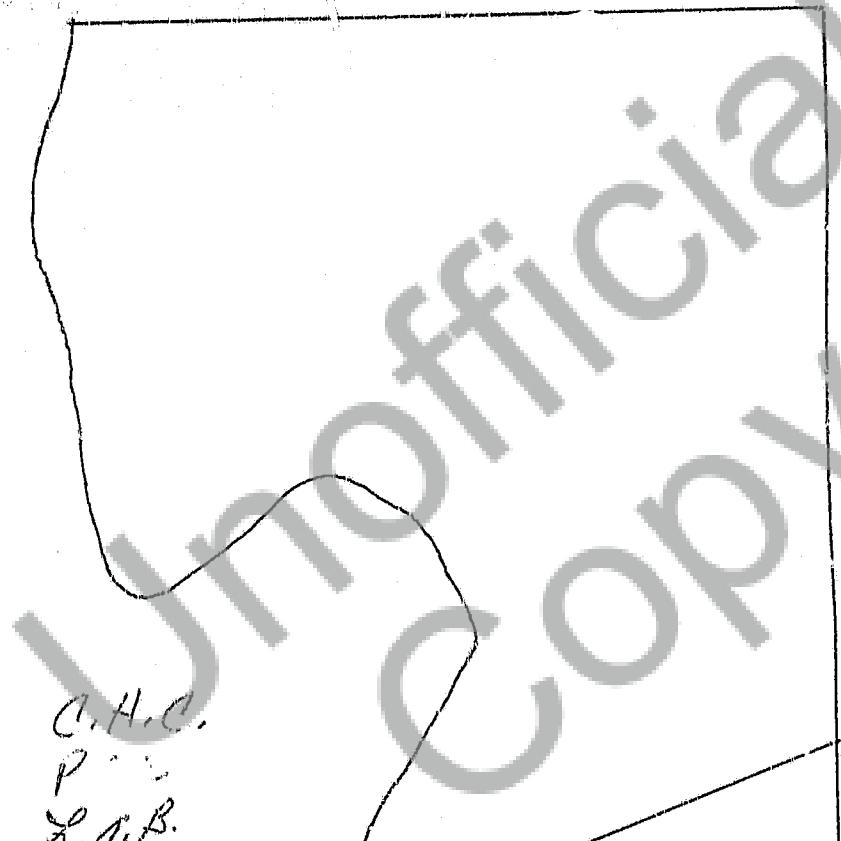
73532

STATE OF WASHINGTON /ss COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE <u>STATED</u> INSTRUMENT OF WRITING FILED BY <u>E.J. Schreyer</u> OF <u>Skamania Law Office</u> AT 10:34 A.M. JUNE 19, 1971	
WAS RECORDED IN BOOK 62 OF <u>Records</u> AT PAGE 946 1/2	
RECORDS OF SKAMANIA COUNTY, WASH.	
REGISTERED	E
INDEXED: DR.	E
SEARCHED	E
RECORDED	E
COMPARED	E
SERIALIZED	E

Filed for Record at Request of _____
Pioneer Mortgagors Title Insurance Company
THIS SPACE RESERVED FOR RECORDS OF _____



CLARCO PROPERTIES
6160 HIGHWAY 99
VANCOUVER, WASHINGTON 98663
206 - 895-2321



A.H.C.
P.
L.A.B.
P.E.R.
D.W.
L.V.
Z.P.
S.P.

Approximate location of existing gravel road and
utility easement.

of this circuit are as follows: The portable part is hundred fifty and $\frac{1}{10}$.

is hereby acknowledged that as of the date of said purchase price shall be due and payable.
100 Dollars, 33.00
as on or before the 1st day of May, 1971.
and so 100 Dollars, 33.00
as on or before the 1st day of each succeeding calendar month until the balance of said
said purchase price shall be paid in full. The purchaser further agrees to pay interest on the outstanding balance of said purchase price
at the rate of six percent from the 1st day of May, 1971.
The amount of each payment applied in reduction of principal.

to be paid in full prior to May 1, 1979.

718
TRANSACTION PAYMENT TAX

JUN 8 - 1971
Amount Paid \$ 35.00
Woodstock Reserve Co.
Skamania County Treasurer
by J. Fletcher Bawley

and agreed to my before hand delivery of all sums and/or accounts that may as between grantor and grantees d'ed or estate; and if by the terms of this contract the presentee has assumed payment of any mortgage, or has accepted any part of or agreed to purchase subject to any loans or accounts how a lien on said property shall be taken.

to pay the same amount notwithstanding.
Until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate
thereof as fixtures or otherwise by both fire and windstorms in a company acceptable to the seller and for
rent may be made.

that full payment of said real estate has been made and that neither the seller nor his assigns shall be held liable for any taxes or assessments thereon nor shall the purchaser or seller or the assigns of either be held to answer for any debts or expenses of any kind which may be incurred by the agreement referred to is contained herein or is made a part of this contract.

all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed on real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall entitle him to any part of said real estate taken for public use, the portion of the condemnation award reasonable expenses of preparing the same shall be paid to the seller and applied as payment on the purchase to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of such damage. In case of damage or destruction from a peril insured against, the proceeds of such insurance, less the reasonable expense of preparing the same, shall be devoted to the restoration or rebuilding of such damage.

or trustee to deliver within 15 days of the date of closing, a purchaser's policy of title insurance if the seller, named by Seller, insures the title to the real estate, insuring the purchaser to the full amount of damages by reason of defects in seller's title to said real estate as of the date of closing and containing no premium.

as appearing in said policy form; which by the terms of the contract the purchaser is to assume, or as to which the conveyance hereunder contains no provision, which seller is purchasing said real estate, and any mortgage or other obligation, which does not vary, save as for the purpose of this paragraph (5), shall be deemed defects in seller's title.

12) Upon or before the date to bring suit to enforce any covenant of this
agreement, the purchaser agrees to pay a reasonable sum as attorney's fees at
such time shall be included in any judgment, or decree entered in such suit.

If the seller shall fail to give notice of termination of the continuation of the purchaser's rights heretofore, and judgment is so entered, the purchaser may sue for rescission as above, or for damages, and costs and expenses for collection with such suit, and also the expenses of the suit, by calculating according to the conditions of this article, as from date of suit, and in accordance with the same rules.

In writing, whenever the factors listed have occurred, the instrument as of the date last written shall

STATE OF WASHINGTON.

County of Clark

On this day personally appeared before me Dean Vogt, and 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 signed the same as their free and voluntary act and deed, for the uses and purposes

GIVEN under my hand and official seal this 1st day of October,

GIVEN under my hand and official seal this 1st day of October,

day of 5 March 2023

Notary Public in and for the State of Washington

reading at Vancouver

73532

REGISTERED
INDEXED FILED
INDIRECT
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON { \$5
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE STEPHEN
INSTRUMENT OF WRITING FILED BY
John J. Stevens
Stephens & Co.
AT 10:34 A.M. JUNE 8, 1971
IS AS RECORDED IN BOOK 62
OF Success AT PAGE 946 T-1
RECORDS OF SKAMANIA COUNTY, WASH.
John J. Stevens
COUNTRY AUDITOR
THIS SPACE PROVIDED FOR RECORDERS USE