

First National
Title Insurance Company

REAL ESTATE CONTRACT

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

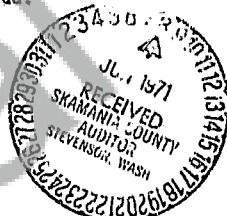
Dean Vogt, and Lois Vogt, Husband and wife
William Proksel and Lucille Proksel, Husband and wife

hereinafter called the "seller" and Charles H. Cuda and Patricia Cuda, Husband and wife
Edward A. Buck and Pearl E. Buck, Husband and wife

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:

All that portion of Southwest quarter of Southeast quarter, of Northwest quarter (SW 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. 1009 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, the 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 remaining 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 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.

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

No. 713
TRANSACTION EXCISE TAX

JUN 8 - 1971

Amount Paid: \$ 33.50

23450

Skamania County Treasurer

by [Signature]

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be 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 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 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 regarding the condition of any improvements thereon nor 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 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 insured against, the proceeds of such insurance remaining after payment of the reasonable expenses 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 thereof, issued by a member of the National Automated Title Insurance System, 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:

- Printed general exceptions appearing in said policy form;
- 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 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.

(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 to 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.
L.P.L.O.B. P.E.B. L.R.

(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 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 Prokser & Lucille Prokser

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

They appeared before me.

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,



78532

STATE OF WASHINGTON | SS
COUNTY OF SKAMANIA |

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY R. J. Salmons OF Skamania County, WA AT 10:34 AM June 9, 1971 WAS RECORDED IN BOOK 602 OF Records AT PAGE 216-2

E. Prokser COUNTY AUDITOR

THIS SPACE RESERVED FOR RECORDING PURPOSES

REGISTERED E
INDEXED: DIR. E
INDIRECT: E
RECORDED:
COMPARED
DATED

Filed for Record at Request of Pioneer National Title Insurance Company

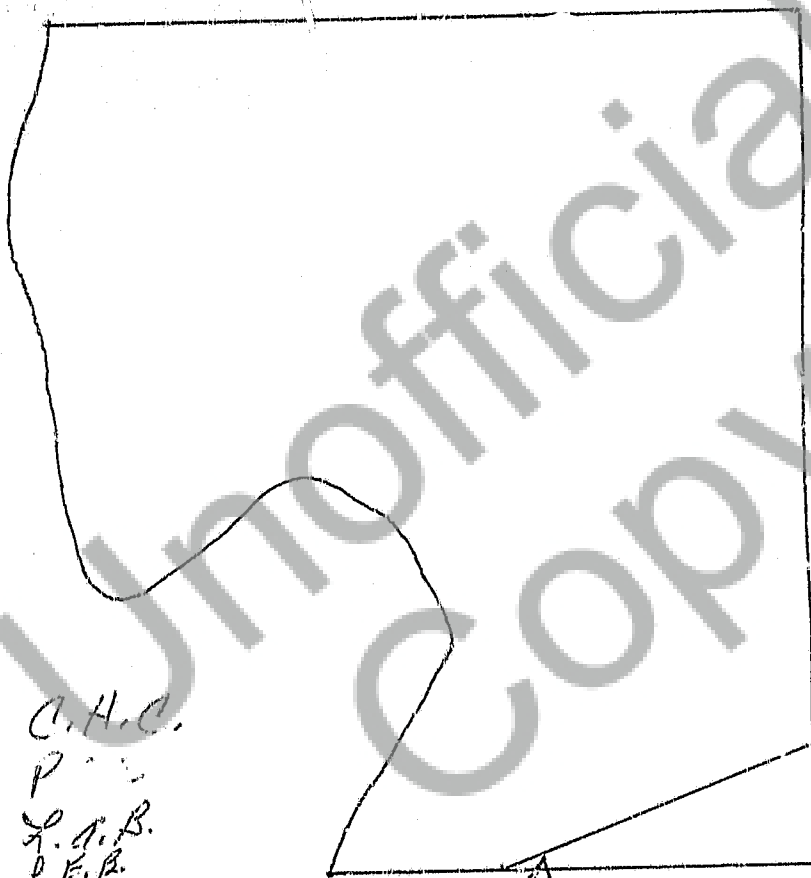


CLARCO PROPERTIES

6160 HIGHWAY 99

VANCOUVER, WASHINGTON 98633

206-695-2321



C.H.C.
P.
L.A.B.
P.E.B.
DW
L.V.
S.P.
L.R.

Approximate location of existing gravel road and utility easement.

of this contract as follows: The purchase price is
 hundred fifty and 10/100 \$ 150.00) Dollars, of which
 100) Dollars have
 been paid in advance of the purchase price and the balance of said purchase price shall be paid as follows:
 '100) Dollars,
 on or before the 1st day of May, 1971, 33.00
 and 80/100) Dollars,
 on or before the 1st day of each succeeding calendar month with the balance of said
 fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price
 per cent per annum from the 1st day of May, 1971.
 The purchaser further agrees to pay interest on the outstanding balance of said purchase price
 per cent per annum from the 1st day of May, 1971.
 The purchaser further agrees to pay interest on the outstanding balance of said purchase price
 per cent per annum from the 1st day of May, 1971.

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

718
 TRANSACTION EXCISE TAX
 JUN 8 - 1971
 Amount Paid \$ 35.00
 Michael R. Bremer
 Skamania County Treasurer
 by [Signature]

State of Washington shall be

and agrees to pay before delinquency all taxes and assessments that may be levied between grantor and grantee
 of real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage,
 or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said
 to pay the same before delinquency.

until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate
 in good repair and to keep the same insured in a company acceptable to the seller and for
 rent may collect and to keep the same insured and to deliver all policies and renewals thereof to

but full possession of said real estate has been made and that neither the seller nor his assigns shall be held
 responsible for any improvements thereon nor shall the purchaser or seller or their assigns be held to
 maintain, improve, or repair the same or the structure or agreement thereon 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 said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall
 tion. In case any part of said real estate is taken for public use, the portion of the condemnation award
 reasonable expense of procuring 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 restora-
 tion of such building. In case of damage or destruction from a peril insured against, the proceeds of such
 of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such
 building, unless the purchaser elects that said proceeds shall be paid to the seller for application on the

it, or agrees to deliver within 15 days of the date of closing a purchaser's policy of title insurance in
 its entirety, issued by a member of the National Title Insurance Association, insuring the purchaser to the full amount of
 or damages by reason of defect in seller's title to said real estate as of the date of closing and containing no
 ring.

no appearing in said policy form;
 which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder

contains matter which seller is purchasing said real estate, and any mortgage or other obligation, which
 policy to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees or 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
 rendered, 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.

Dean Vogt (SAL)
 Lois Vogt (SAL)
 William Proksei (SAL)
 Lucille Proksei (SAL)
 Charles H. Cuda, Notary Public
 Leonard A. Brook, Notary Public

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me Dean Vogt, and Lois Vogt, William Proksei & Lucille Proksei

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

they themselves.

Gives under my hand and official seal this

1st

day of May, 1971

Notary Public in and for the State of Washington,

residing at Vancouver,

78532

REGISTERED
 INDEXED
 INDIRECT
 RECORDED
 COMPARED
 SAVED

STATE OF WASHINGTON } SS
 COUNTY OF SKAMANIA }
 I HEREBY CERTIFY THAT THE FOREGOING
 INSTRUMENT OF WRITING FILED BY
 [Signature]
 AT 10:34 a.m. June 8, 1971
 WAS RECORDED IN BOOK 62
 OF [Signature] AT PAGE 946-7-8
 RECORDS OF SKAMANIA COUNTY, WASH.
 [Signature]
 COUNTY AUDITOR
 THIS SPACE BETWEEN RECORDERS USE

Filed for Record at Request of
 WASHINGTON TITLE DIVISION
 Pioneer National Title Insurance Company