Pioneer National Title Insurance Company

WASHINGTON TITLE DIVISION

## REAL ESTATE CONTRACT

day of April, 1972 THIS CONT. ACT, made and entered into this 10th

between Dean Vogt and Lois Vogt, husband and wife and William Proksel and Lucille Proksel, husband and wife

hereinalter called the "seller," and Frants J. Rasmussen and Ruth L. Rasmussen, husband and wife

hereinnft - called the "purchaser,"

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

The South 300 feet of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (SE's SWa NWa) and the South 300 feet of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter (SWa SE's NWa) of Section 6, Township 1 North, Range 6 Quarter of the Northwest Quarter (SWa SE's NWa) of Section 6, Township 1 North, Range 6 E. W. M. EXCEPT that portion thereof lying easterly of County Road No. 1009 designated as the Smith-Cripe Road.

The terms and conditions of this contract are as follows: The purchase price is Four Thousand Two Hundred Fifty and tio/100---- (\$ 4,250.00 )

Six Hundred Fifty and no/100---- (\$ 650.00 )

Six Hundred Fifty and no/100---- (\$ 650.00 )

Things of said purchase price shall be paid as follows: ) Dollars have ) Dollars, Thirty Six and no/100----, 1972 , 10th day of May or more at purchaser's option, on or before the parchs e price shall have been fully raid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price per cent per annum from the 10th day of April which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. ni the rate of R All payments to be made hereuc-ter shall be made at Entire contract balance to be paid in full on or before 8 years from date of closing. or at such other place as the sellar may direct in writing Seller to grant Marranty Beeds to  $1\frac{1}{2}$  acre parcels of purchaser's choice in partial fullfillment of contract for each \$1,500.00 reduction of contract principal balance providing that a 30 foot wide access to unreleased portion is maintained. 131 1313 TRANSACTION EXCISE TAX Seller to provide corner stakes on 4 corners of total parcel. APR 28 1972
Amount Paid Han During Paid Han During Comments

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as Skamanin County Irrasurger hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assessed-psymeot-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 casa value thereof against loss or damage by both fire and vindstorm in a company acceptable to the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renowals whereof to the seller.

(3) The nurchaser agrees that full interestion of said and taxed and the said of the sai

the seller.

(3) The purchaser agrees that full inspection of said real estate has been reale and that neither the seller nor his assigns shall be neid to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to to any covenant respecting the condition of any improvements are repairs unless the covenant or agreement relied on is contained agreen or is any covenant or agreement relied on its contained agreen or is in writing and attached to and made a part of this contact.

in writing and attached to and made a part of this contact

(4) The purchase assumes all hazards of damage to or distruction of any improvements now on said real estate or her after placed
(4) The purchase assumes all hazards of damage to or distruction of undiagrees that no such damage, destruction or taking shall
therein, and of the taking of s. I real estate or any part thereof for public use, the portion of the condem atton award
constitute a failure of consideration. In case any part of spid real estate is taken for public use, the portion of the condem atton award
constitute a failure of consideration. In case any part of spid real estate is taken for public use, the portion of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase refresh valess the seller elects to allow the purchaser to apply all or a portion from a pertil insured against, the proceeds of such
tion of any improvements damaged by such taking. In case of damage or destruction from a pertil insured against, the proceeds of such
improvements within a regionable time, unless pirchaser elects that said proceeds thall be paid to the seller for application on the
purchase price layerin.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing a purchaser college of the college.

purchase price parce parce in the following:

25) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in straightful form, or a commitment therefor, issued by mours Namma, time purchase, insuring the purchaser to the full amount of sold purchase price against loss or damage by reason of defect in zeller's title to said real istate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

Liens or encumbrdaces 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

is to be made subject; and

c. Any cristing contracts updar which seller is purchasing said real estate, and any mortgage of other obligation, which seller by this contract ogrees 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, actler 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: deed to said real estate, excepting any part thereof hereafter

(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 literal purpose. The purchaser covenants to pay all service, installation or construction charges for water, zewer, electricity, garbage or other utility (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 the rate of 10% per annum thereon 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 cumply 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 hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shave 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 amy be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address task known to the seller. If the seller shall pulsare agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and elemented, the purchaser's tights bereated in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's tights bereunder, and ju

sums anall 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. 1071121222 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 individual S 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.

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1071 day of +1211 and it is Notary Public in and for the State of Washington, residing at ......Vancouver

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