

76124

BOOK 65 PAGE 247

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

RE. L ESTATE CONTRACT

THIS CONTRACT, made and entered into this 11th day of May, 1973,

between Dean Vogt and Lois Vogt, husband and wife,

hereinafter called the "seller," and Roberto Flores and Juanita A. Flores, 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:

That portion of the Southwest Quarter of Section 28, Township 2 North, Range 6 East, W.M., described as follows: BEGINNING at the Southwest corner of said Section 28; thence South 89° 11'23" East along the South line of said Section 1118.18 feet; thence along the arc of a 122.55 foot radius curve to the left 138.93 feet; thence North 25° 51'35" East 35.06 feet; thence North 50° 37'29" East 138.93 feet; thence along the arc of a 208.27 foot radius curve to the right 38.14 feet; then North 23° 37'29" West 109.63 feet; thence along the arc of a 156.85 foot radius curve to the left 138.93 feet; thence North 65° 29'29" West 54.54 feet; thence along the arc of a 604.50 foot radius curve to the left 99.77 feet; thence North 74° 56'53" West 255.04 feet; thence along the arc of a 283.11 foot radius curve to the right 78.33 feet; thence North 46° 18'29" West 67.67 feet; thence along the arc of a 283.11 foot radius curve to the right 56.08 feet to the North line of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 28; thence North 89° 11'23" East along said North line 422.61 feet to the West line of said Section 28; thence South 25° 51'35" East along said West line 657.96 feet to the point of BEGINNING.

The terms and conditions of this contract are as follows: The purchase price is Five Thousand Five Hundred Thirty and no/100 (\$ 5530.00) Dollars, of which Eight Hundred Thirty and no/100 (\$ 830.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Sixty Four and no/100 (\$ 64.00) Dollars, or more at purchaser's option, on or before the 11th day of June, 1973, and Sixty Four and no/100 (\$ 64.00) Dollars, or more at purchaser's option, on or before the 11th 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 1/4 per cent per annum from the 11th day of May, 1973, 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 General Holding Corp., 6108 Hwy. 99, Suite 106, Vancouver, Washington 98665 or at such other place as the seller may direct in writing.

No. 1934
TRANSACTION EXCISE TAX

MAY 29 1973

Amount Paid \$ 55.20
Donald O'Donnell
Skamania County TREASURER
By *Sincerely* Holdings, Inc.

May 11, 1973

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

(1) The purchaser assumes and agrees to pay before deficiency 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, he has assumed payment of, or agreed to purchase subject to, any taxes or assessments now or hereafter on said real estate, he purchaser agrees to pay the same before deficiency.

(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 assignee shall be held to any covenant respecting 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 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 PIONEER NATIONAL 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:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of the 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 a defect in seller's title.

(1) If author's title is used and name is omitted it is of advantage to include the author's name as a by-line or other identification which adds to the value of the article or document. In most cases, the publisher will have the right to do so at his discretion, but in some cases it may be necessary to have the author's name removed from the paper if such action is required by law.

(2) The author should upon completion of his finished paper send two copies to the editor along with a signed statement indicating that he has read and accepts the manuscript and agrees to the following:

Exemptions of Records

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the day 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 purpose. The purchaser agrees to pay all service, installation or construction charges for water, sewer, electricity, garbage or other services furnished to said real estate, for the day the purchase is entitled to possession.

(9) In case of death or permanent total disability of the other spouse, the other spouse may make any payment, benefits provided or to maintain insurance, as herein required, the other spouse to receive such payment on an other spouse's account and any amounts so paid by the other spouse, together with interest at the rate of 1% per annum from the date of payment until repaid, shall be repayable by purchaser on other spouse's demand; all without prejudice to any other right the other spouse 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 pay any sum or make any payment required hereunder promptly at the time and in the manner herein specified, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser 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.

(ii) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any amount due under this contract, or to enjoin any violation of any provision hereof.

If the seller shall bring suit to recover an adjudication of the termination of the purchaser's rights hereunder, and judgment is

If the seller shall fail to procure an adjudication of the termination of the purchase agreement, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses.

Ein weiterer Vorteil ist die Tatsache, dass es sich um eine sehr einfache und schnelle Methode handelt.

STATE OF WASHINGTON

County of Clark

On this day especially honoured before me

to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledge that they have signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

Dean Yost and Lois Yost

100

W. C. Miller

諸葛門之子

JO PETERSON, JO MCKEEEN, AND JAMES
MCKEEEN, JR., THE MCKEEENS