

Price \$10,000.00
Title Insurance Co. of America
Title Insurance Co. of America

REAL ESTATE CONTRACT

THIS CONTRACT was made and entered into the 14th, day of May, 1973

Between WILLIAM PRUMSEL & LUCILLE PRUMSEL, husband and wife,

hereinafter called the "Seller" and GENE E. STONE & DAVID E. STONE, 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 SPOKANE, County, State of Washington:

A portion of the Northwest Quarter of Section 16, Township 1 North, Range 5 East of the U.S. Land Meridian, Spokane County, Washington, described as follows:

BEGINNING at a point that is the DC of a road centerline, which point is South 00° 00' 00" East 3041.30 feet (Washington Coord System, South Zone) from the Northwest corner of said Section 16;

thence along the arc of a 400-foot radius curve to the left (the incoming tangent of which is North 00° 00' 00" East) for an arc distance of 191.00 feet;

thence North 50° 20' 00" East 110.10 feet;

thence (leaving said centerline) East 1515.00 feet, more or less, to the North right-of-way line of State Highway 16;

thence following said right-of-way line, southerly and westerly to a point South 15° 00' 00" East of the point of beginning;

thence North 50° 20' 00" West 331.04 feet, more or less, to the point of BEGINNING.

Containing 17.50 acres more or less.



The terms and conditions of this contract are as follows: The purchase price is Sixteen thousand and no/100—
(\$16,000.00) Dollars, of which

Sixteen hundred and no/100—
less paid, the sum(s) thereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred forty four and no/100—
or more at purchaser's option, or or before the 15th, day of June 1973 \$144.00 1 Dollar,
and One hundred forty four and no/100—
or more at purchaser's option, or or before the 15th, 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 outstanding balance of said purchase price
at the rate of eight per cent per annum from the 15th day of 1973,
which interest shall be deducted from each installment payment and the balance of such payment applied in reduction of principal.
All payments to be made hereunder shall be made at 1179 S.E. Riverforest Road, Williamsburg, Va., 23185
or at such other place as the seller may direct in writing.

Total balance shall be due no later than June 15, 1981.

2110

No. 2110
TRANSACTION EXCISE TAX

SEP 6 1973

Amount Paid \$16,000.00
Name of Person James L. Johnson
Signature James L. Johnson
Signature County Treasurer
By J. Johnson deputy

As referred to in this contract, "date of closing" shall be July 1, 1973.

(1) The purchaser assumes and agrees to pay, before delinquency all taxes and assessments that may be between grantor and grantee, hereinafter known as a lien on said real estate, and it is 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 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, at no interest may appear, and to pay all premiums therefore 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 the assigns of either be held to any covenant or agreement for alterations, improvements or repairs under the covenant or agreement relied on is contained herein or is written 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 damage of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a rational 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 securing the same shall be paid to the seller and applied as payment on the purchase price hereon unless the seller consents to allow the purchaser to apply all or a portion of such condemnation award to the resubdivision 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 securing the same shall be devoted to the restoration or resubdivision of such improvements within a reasonable time, unless purchaser consents that said proceeds shall be paid to the seller for application on the purchase price hereon.

(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 therefor, issued by PENNSYLVANIA NATIONAL 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.

(7) If seller's title to said real estate is subject to an existing contract or encumbrance under which seller is entitled to receive rent and/or an mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with such terms, and upon a 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.

(8) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to release and deliver to purchaser a statutory warranty [deed] in said real estate, excepting any part thereof previously taken for public use, free of encumbrances except any that may arise after date of closing through any person other than the seller, and subject to the following:

(9) 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 in 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, gas, heat, or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(10) In case the purchaser fails to make any payment herein provided or to maintain insurance, at, 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 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.

(11) 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.

(12) 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, such 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, such as attorney's fees and all costs and expenses in connection with such suit, and the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sum 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.

Silve E. Stoen (sign)
Deece E. Stoen (sign)
W. Proksal (sign)
Lucille Proksal (sign)

STATE OF WASHINGTON,

{ 25

County of Clark

On this day personally appeared before me William Proksal & Lucille Proksal
 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 fee and voluntary act and deed, for the uses and purposes
 therein mentioned.

GIVEN under my hand and official seal this

day of May, 1973

Notary Public to and for the State of Washington,

residing at Vancouver

PUBLISHED
17 days

76558

STATE OF WASHINGTON	
COUNTY OF CLARK	
I HEREBY CERTIFY THAT THE PARTIES	
HEREIN ARE PERSONS OF FULL AGE.	
<u>Robert J. Stoen</u> <u>& Lucille Proksal</u>	
AT 1013 30th Street, 51872	
DIED 1973, PAGE 65	
RECORDED AT PAGE 57-67	
CLERK'S OFFICE OF CLARK COUNTY, WASHINGTON	
<u>R. Stoen</u> <u>A. Patrick</u>	
CITY OF VANCOUVER, STATE OF WASHINGTON	
RECORDED AND INDEXED FOR RECORDS	

Filed for Record in Request of
 ROBERT J. STOEN & LUCILLE PROKSAL
 IN RE: MURKIN TRAIL HOME OWNERS ASSOCIATION
 RE: RECORDING OF DOCUMENTS

