

Pioneer National
Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 5th day of May, 1973

between Dean Vogt and Lois Vogt, husband and wife,

hereinafter called the "seller," and Howard C. Hayden and Barbara J. Hayden, 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:

The Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian,
ALSO the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, EXCEPT that portion North of the existing road through the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of said Section 28.
ALSO SUBJECT TO AND INCLUDING a 60 foot easement for road and utility purposes over an existing road to Juncin Creek Road (a County Road).

The terms and conditions of this contract are as follows: The purchase price is Four Thousand Seven Hundred Forty & no/100 (\$ 4740.00) Dollars, of which
Seven Hundred Eleven & no/100 (\$ 711.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Fifty & no/100 (\$ 50.00) Dollars
or more at purchaser's option, on or before the 5th day of June, 1973,
and Fifty & no/100 (\$ 50.00) Dollars
or more at purchaser's option, on or before the 5th 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 declining balance of said purchase price at the rate of 7 1/2 per cent per annum from the 5th day of May, 1973,
which interest shall be deducted from such installment payments and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made to General Holding Corporation, 6106 Hwy. 99, Suite 106
or at such other place as the seller may direct in writing.
Vancouver, Wash. 98667

Entire balance due June 5, 1981.

No. 20333
TRANSACTION EXCISE TAX

FEB 20 1974

Approved and Paid for by
[Signature]
Skamania County Treasurer



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

May 5, 1973

(1) The purchaser assumes and agrees to pay before delinquency, all taxes and assessments that may at 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 use and 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, on the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value insured 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 within the seller nor his assigns shall be held to any covenant regarding the condition of any improvements thereon or shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs when the covenant or agreement relied on is contained herein or is in writing and is attached to and made a part of this contract.

(4) The purchaser assumes all liability of damage to or destruction of any improvements now on said real estate as a result 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 consideration 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 consideration 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, with 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 form as 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:

a. Printed general exceptions appearing in said policy form;

b. Liens or encumbrances which as the terms of this contract the purchaser is to assume, or as to which the consequences hereunder is to be made subject, any;

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller in this contract agrees to pay, some of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(8) If seller fails to pay the purchase price and interest on the same, the purchaser shall be entitled to demand the return of the purchase price and interest thereon, and to retain possession so long as the purchase price is not in default of payment. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to remove same and not to use or permit the use of the real estate for any other purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, gas or other utility services furnished to said real estate after the date purchase is made to the purchaser.

(9) In case the purchaser fails to make any payment hereon or to maintain insurance, as herein required, hereafter, the seller may, without payment or effect such insurance, and any amount so paid by the seller, together with interest at the rate of 10% per annum, shall be paid to the purchaser from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller may have by reason of such default.

(10) Here 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 of agreement hereon or to make any payment required hereunder, promptly at its time and in the manner herein required, the seller may elect to enforce all the purchaser's rights hereunder, including, but not limited to, all remedies available by the purchaser hereunder and all improvements paid 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.

(11) Upon purchaser's election to bring suit to enforce any covenant of this contract, including suit to enforce the payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fee and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

(12) If the seller shall bring suit to secure an adjudication of the purchaser's rights hereunder, and judgment is in its favor, the purchaser agrees to pay a reasonable sum as attorney's fee 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 and the date first written above.

Howard Boggs (SOLD)
Richard H. Vogt (SOLD)
Dean Vogt (SOLD)
Paul H. Vogt (SOLD)

STATE OF WASHINGTON,

County of Clark

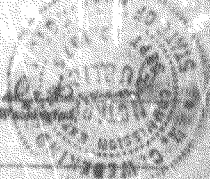
On this day personally appeared before me **Dean Vogt and Lois Vogt**

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged 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 11th day of May, 1973

Notary Public in and for the State of Washington

residing at Vancouver



77111

REGISTERED	☒
INDEXED: DIR	☒
INDIRECT	☒
RECORDED	☒
COPIED	☒
MAILED	☒

STATE OF WASHINGTON
COUNTY OF CLATSOP

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 11th day of May, 1973.

DEAN VOGT
LOIS VOGT

WITNESSES:
[Signature]
[Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
ANDREW ROBERTSON
NOTARY PUBLIC

