

Pioneer National  
Title Insurance Company  
WASHINGTON TITLE DIVISION

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 22nd day of JANUARY, 1975,  
 between WILLIAM PROKSEL & LUCILLE PROKSEL, husband and wife,  
 hereinafter called the "Seller," and JAMES M. KANTHAK & MARION C. KANTHAK, 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:

A portion of the Northwest Quarter of Section 16, Township 1 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point that is the center of a 50 foot radius cul-de-sac, which point is South 44° 12' 44" East 2029.73 feet (Washington Coord. System, South Zone) from the Northeast corner of said Section 16;

THENCE North 05° 03' 00" West 100.00 feet to the true POINT OF BEGINNING;

THENCE South 85° 00' 00" East 1199.83 feet to the East line of said Northwest Quarter Section 16;

THENCE North 01° 14' 00" East along said East line 678.75 feet to a point 677.63 feet South 01° 14' 00" West from the Northeast corner of said Northwest Quarter;

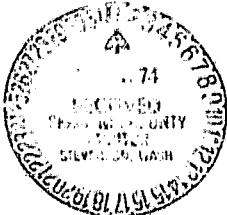
THENCE South 70° 00' 00" West 1299.69 feet;

THENCE South 05° 03' 00" East 130.00 feet to the true POINT OF BEGINNING;

Containing 11.20 acres more or less.

TOGETHER WITH AND SUBJECT TO a 60 foot easement, the center-line of which is described as follows:

BEGINNING at a point in the centerline of State Highway 14, which point is South 1° 22' 50" West (Washington Coord. System South Zone) 4030.75 feet from the Northwest corner of said Section 16.



said point being South 44° 12' 44" East 2029.73 from the Northwest corner of said Section 16.

thence North 40° 43' 00" West 296.10 feet;  
thence along the arc of a 200 foot radius curve to the right  
for an arc distance of 130.38 feet;  
thence North 3° 22' 00" West 297.21 feet;  
thence along the arc of a 50 foot radius curve to the right  
for an arc distance of 70.95 feet;  
thence North 77° 56' 00" East 1045.34 feet;  
thence along the arc of a 400 foot radius curve to the left  
for an arc distance of 191.93 feet;  
thence North 50° 26' 00" East 268.49 feet;  
thence along the arc of a 200 foot radius curve to the left  
for an arc distance of 180.29 feet;  
thence North 1° 13' 00" West 416.32 feet;  
thence along the arc of a 300 foot radius curve to the right  
for an arc distance of 219.30 feet;  
thence North 40° 40' 00" East 485.71 feet;  
thence along the arc of a 153.195 foot radius curve to the left  
for an arc distance 38.64 feet;  
thence North 26° 13' 00" East 274.54 feet;  
thence along the arc of a 200 foot radius curve to the left  
for an arc distance of 69.41 feet;  
thence North 6° 20' 00" East 145.54 feet;  
thence along the arc of a 60 foot radius curve to the right  
for an arc distance of 77.96 feet;  
thence North 80° 47' 00" East 252.77 feet;  
thence along the arc of a 60 foot radius curve to the right  
for an arc distance of 98.61 feet;  
thence South 5° 03' 00" East 342.17 feet to center of a 50 foot  
radius cul-de-sac and the terminus of said right-of-way centerline,  
said point being South 44° 12' 44" East 2029.73 from the Northwest  
corner of said Section 16.

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The terms and conditions of this contract are as follows: The purchase price is Nine thousand nine hundred and no/100----- (\$ 9900.00) Dollars, of which Fifteen hundred and no/100----- (\$ 1500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One hundred eighteen and 75/100----- (\$118.75) Dollars, or more at purchaser's option, on or before the 1st. day of March 1974, and One hundred eighteen and 75/100----- (\$118.75) 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 diminishing balance of said purchase price at the rate of eight per cent per annum from the 1st. day of February 1974, 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 13060 S.W. Foothill Dr. Portland, Ore. 97225 or at such other place as the seller may direct in writing.

2353

No. \_\_\_\_\_  
TRANSACTION EXCISE TAX

MAR 1 1974

Amount Paid \$ 9.75  
Miller, D. C. \_\_\_\_\_  
Skamania County Treasurer  
By D. C. Miller, D. C. \_\_\_\_\_

As referred to in this contract, "date of closing" shall be Feb. 1, 1974.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee heretofore levied 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 or hereafter levied 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 premium 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 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 improvement, now or later placed 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 condemned award which he will take 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, immediately 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 hereina.

(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 amount \$ 10,000.00, a commitment thereto, dated by Thomas Shatto, Title Wholesaler, Inc., insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in seller's title to real real estate as of the date of closing and containing no coverage other than the following:

- (a) Standard general exceptions, excepting as in said policy form;
- (b) Loss or encumbrance which by the terms of this contract the purchaser is to assume, or as to which the contingencies hereunder in this he made subject; and
- (c) Any covenants or conditions which differ to purchaser and real estate, and any fixtures or other obligations 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.

(8) If seller's title to real estate is subject to an existing mortgage or otherwise, seller shall remain obligated until such time as title to the real estate is clear, to pay all taxes, interest, insurance premiums, assessments, and other charges which may be levied against the real estate, and to defend the title to the real estate from all persons.

(9) The seller agrees upon receiving full payment of the purchase price and interest in the manner above specified, to make over to the purchaser all rights, title and interest in and to the real estate, except that any post-dated bills of exchange, and any payment by check shall be applied to the payments due, failing this the seller under date hereof,

delivers to purchaser a warranty, verbatim, "I warrant and represent that I have no encumbrances, except as set forth above, on the real estate, and that there are no post-dated bills of exchange, and no payment by check which may attach after date of closing through any person other than the seller, and subject to the following:

### Mineral reservations to the State of Wash.

(10) 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.

(11) In case the purchaser fails to make any payment herein provided for or to maintain insurance, as herein required, the seller may deduct such payment or other costs reserved, and any amounts so paid by the seller, together with interest at the rate of 12% per annum, from the amount of the purchase price, and if the same is not sufficient to cover the amount so deducted, shall be payable by purchaser on seller's demand, all without prejudice to any right hereof by reason of such default.

(12) This is at the expense of this contract, and it is agreed that in case the purchaser shall fail to comply with, or perform any condition or agreement herein, or to make any payment required hereunder promptly at the time and in the manner herein provided, the seller may elect to declare of the purchaser's right to terminate terminated, and upon his doing so, all payment made by the purchaser hereunder and all improvements placed upon the real estate shall be transferred to the seller of original title, and the seller shall have right to recover and take possession of the real estate, and no action by the seller or any creditor 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 forfeitures 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.

(13) Upon seller's election to bring suit to enforce any covenant of this contract, including but not limited 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 therewith, which sum 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, however, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection therewith, 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 below:

James W. Kanthek (SAR)

Lucille C. Kanthek (SAR)

William Proksel (GRAN)

Lucille Proksel (GRAN)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me William Proksel & Lucille Proksel

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged the same to be their true and voluntary act and deed, for the reasons hereinabove mentioned.

They signed the same as their  
GIVEN under my hand and official seal this

30th day of January, 1974

John J. Kinstle  
Notary Public and for the State of Washington

residing at Vancouver

77139

STATE OF WASHINGTON   SR	
COUNTY OF SAWMILL	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OR PAPER FILED BY	
R. J. Salter	
Attalaian Co.	
9-80 Mac 1 1974	
REG'D RECORDS IN MDT. 66	
X Meek 1-3-27	
DIVISION OF SAWMILL COUNTY, No 1	
W. H. Todd	
J. T. Proksel	
C. L. Proksel	
REG'D RECORDS IN MDT. 66	

REGISTERED
INDEXED
SEARCHED
RECORDED
COMPARED
MAILED

JOHN J. KINSTLE, NOTARY PUBLIC  
NOTARY PUBLIC FOR THE STATE OF WASHINGTON  
NOTARY PUBLIC AND PUBLIC NOTARY  
NOTARY PUBLIC AND PUBLIC NOTARY

