

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 22nd. day of January, 1978,

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:

At the appurtenances,

A portion of the Northwest Quarter of Section 16, Township 1 North, Range 1 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° 30' 00" West 1299.62 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 centerline of which is described as follows:

BEGINNING at a point in the centerline of State Highway 14, which point is South 11° 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.

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thence North $40^{\circ} 43' 00''$ 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 $3^{\circ} 22' 00''$ 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 $77^{\circ} 56' 00''$ East 1045.34 feet;
thence along the arc of a 400 foot radius curve to the left
for an arc distance of 191.99 feet;
thence North $50^{\circ} 26' 00''$ 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 $1^{\circ} 13' 00''$ 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 $40^{\circ} 40' 00''$ 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 $26^{\circ} 13' 00''$ 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 $6^{\circ} 20' 00''$ East 145.54 feet;
thence along the arc of a 60 foot radius curve to the right
for an arc distance of 77.95 feet;
thence North $80^{\circ} 47' 00''$ 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 $5^{\circ} 03' 00''$ 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 $44^{\circ} 12' 44''$ East 2029.73 from the Northwest
corner of said Section 16.

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 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 19 74, 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 percent per annum from the 1st day of February 19 74, 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

TRANSACTION EXCISE TAX

MAR 1 1974

Amount Paid 99.00

Richard O'Donnell
Shannon County Treasurer

By Shaverly O. Ballinger

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 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 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 cash value, and to pay all fire and windstorm damage by both fire and windstorm to 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 this 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 improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of the improvements shall be taken for public use, the portion of the consideration paid by the purchaser shall be apportioned to the improvements so taken for public use, and the balance of the consideration shall be paid to the seller. The seller elects to allow the purchaser to apply all or a portion of such consideration to the purchase of an insurance policy insuring the improvements by such taking. In case of damage or destruction from a peril insured against, the seller or restoration of the improvements shall be the responsibility of the insurance company. The portion of the consideration paid by the purchaser for the improvements shall be applied to the purchase of such insurance policy within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application of the proceeds to the improvements hereinafter.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of this insurance in effect at the time of a commitment thereto, issued by Pioneer Mutual. This includes coverage, 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 estate as of the date of closing and continuing no less than the following:

7. Except general exceptions relating to said policy items:
a. Taxes or encumbrances which by the terms of this contract the purchaser is to assume; or as to which the contractor hereunder is to be bound subject; and
b. Any existing contract or contracts heretofore made under which title to real estate, and any mortgages or other obligations, which under by this contract given by him, none of which for the purpose of this paragraph (5) shall be deemed defects in title.

(6) If seller's title to said real estate is subject to an existing lien, or is encumbered under other title, the purchaser shall not be bound to pay any mortgage or other obligation, which seller is to pay, until seller agrees to make such encumbrance in accord 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 due, 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 provided, to execute and deliver to purchaser a satisfactory warranty deed to said real estate, covering any past or present defective takes for public use, less of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Mineral Reservation to the State of Wash.

(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 purchase 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 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.

(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, shall be a debt due the seller, and shall be repaid by the purchaser on seller's demand, or without demand, at any time at the seller's option.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with any provision any condition or agreement herein, or to make any payment required hereunder promptly at the time and in the manner here 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 liquidation 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) Service upon purchaser of all demands, notices or other papers with respect to foreclosure 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 payments required hereunder, the purchaser agrees to pay a reasonable sum 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.

(13) 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.

James W. Kandheh (NAME)
Marion C. Kandheh (NAME)
William Prokssel (NAME)
Lucille Prokssel (NAME)

STATE OF WASHINGTON,

County of Clark

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

to me known to be the individuals 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 purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of January, 1974

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

residing at VANCOUVER

77139

REGISTERED	FILED
INDEXED	INDEXED
RECORDED	RECORDED
COMPAILED	COMPAILED
MAILED	MAILED

STATE OF WASHINGTON	CL
COUNTY OF SEASANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF RECORDING FILED BY	
R. J. Johnson	
9:00 AM 1/24/74	
AND RECORDED IN BOOK 66	
PAGE 322	
NOTARY OF SEASANIA COUNTY, WA	
J. J. Kuntz	
NOTARY PUBLIC	

THIS IS A COPY OF THE INSTRUMENT
FILED IN THE PUBLIC RECORDS
OF THE COUNTY OF SEASANIA
STATE OF WASHINGTON
ON JANUARY 24, 1974
AT 9:00 AM
BY R. J. JOHNSON
NOTARY PUBLIC