

Pioneer National  
Title Insurance Company

• ALEXINGTON TITLE DIVISION

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

21<sup>st</sup> day of

SEPTENBER  
July, 1974

between HENRY JOE POLICE and SUSAN M. POLICE, husband and wife,

hereinafter called the "seller," and

RAYMOND J. HAKALA and CHARLEEN R. HAKALA, 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 East Half of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter (E 1/2 SE 1/4 SW 1/4 SW 1/4) of Section Twenty (20), Township Two (2) North, Range Five (5) East of the Willamette Meridian.

SUBJECT TO easements and restrictions of record.

TOGETHER WITH a non-exclusive easement for ingress to and egress from the above described property over, upon and across the Southwest Quarter of the Southwest Quarter of Section 20 along the existing roadway.

TOGETHER WITH the right to draw water for domestic purposes only from a spring on the vendor's land in the Southwest Quarter of the Southwest Quarter of said Section 20 and an easement for conveying said water to the vendee's land upon, over, across and under the South five feet of the Southwest Quarter of the Southwest Quarter of said Section 20.

The terms and conditions of this contract are as follows: The purchase price is  
Six Thousand and no/100 - - - - - \$6,000.00 Dollars, of which  
Two Hundred and no/100 - - - - - \$200.00 Dollars have  
been paid by the vendor, whereof a sum by acknowledged and/or cashed, and the balance of said purchase price shall be paid as follows:

Balance of \$5,800.00, with interest at 7% payable as follows: A payment of not less than \$50.00, including interest, on the 1st day of September 1974, and a like payment of not less than \$50.00, including interest, on the first day of each month thereafter until the full amount of principal and interest has been paid in full. Out of the payments made each month, first shall be deducted interest, and the balance applied to principal. Purchasers may make larger or additional payments at any time.

Taxes to be pro-rated as of August 1, 1974.

It is further provided that the purchasers shall have paid the contract in full when before (7) years from the date of execution of this contract.

**2907**

TRANSACTION EXCISE TAX

OCT 4 1974

All payments to be made hereunder shall be made at  
or at such place as the seller may direct in writing.  
As referred to in this contract, date means date of

UPON EXECUTION OF CONTRACT

(1) The purchaser assumes and agrees to pay before maturity all taxes and assessments that may be levied against the property for the year in and next ensuing, and at the time of this contract the purchaser is an entitled owner of the property and has received no notice of or notice to pay taxes or assessments due by the vendor or by the government, now or hereafter, and until the purchaser agrees to pay the same by his affidavit.

The purchaser agrees, using the proceeds of his funds, to keep the building now and hereinafter in good repair and condition, at a expense reasonable to the seller and for payment to the seller such value derived therefrom as to meet the cost of repair and maintenance of the building for the benefit of the seller, as his interest may appear, and to pay all expenses, taxes and for damage of damage and removal of debris, caused by the seller's negligence or carelessness.

The purchaser agrees that full payment of all taxes and assessments shall be made and that neither the seller nor the purchaser shall be liable to the other for any taxes or assessments, including the costs of collection, which the purchaser or any other person may be compelled to pay, and the seller shall not be liable for any taxes or assessments, including the costs of collection, which the purchaser may be compelled to pay.

(2) The purchaser agrees to assume all obligations of the seller, including the obligation to pay all taxes and assessments, and to pay all taxes and assessments, including the costs of collection, which the seller may be compelled to pay, and the seller shall not be liable for any taxes or assessments, including the costs of collection, which the purchaser may be compelled to pay.

(3) The seller, or as directed or agreed to deliver within 10 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment thereto, issued by Statewide Title Insurance Company, covering the full amount of the full purchase price against loss or damage by reason of defect in title title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Pioneer general except one appearing in said title report;  
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the purchaser, hereinafter, is to be made subject;

c. Any existing contract or contracts under which seller is purchasing said real estate and any fixtures or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (3) shall be deemed to affect the title to said real estate.

(6) If seller's title to said real estate is subject to an existing contract, contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance 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 next 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 specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

**Subject to easements and restrictions of record.**

(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 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.

(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 15% 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.

(10) It 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. Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required herefrom by the purchaser, 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 as attorney's fees and all costs and expenses in connection with such trial, 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.

*Henry Police* (seal)  
*Susan M. Police* (seal)  
*Claudia J. Hakala* (seal)  
*Kaylene J. Hakala* (seal)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me HENRY JOE POLICE and SUSAN M. POLICE, husband and wife, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their true and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and seal this day of July, 1974.

Notary Public in and for the State of Washington

residing at Vancouver



STATE OF WASHINGTON COUNTY OF CLARK	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED BY	
<i>Attn: Clerk</i>	
ON <u>July 17, 1974</u>	
AT <u>Clark County Courthouse</u>	
WAS RECEIVED IN BOOK #	
DEPT # <u>11</u> - 1974	
RECORDS OF CLARK COUNTY, WASH.	
<i>W. M. D. /</i>	



Filed for Record at Request of

ATTORNEY COMPANY

PIONEER NATIONAL INSURANCE



FORM NO. 23 — ACKNOWLEDGMENT  
STANDARD EDITION (AM. FED. C.) OREGON AND O.R.C.

STATE OF OREGON,

County of *Clark*

BE IT REMEMBERED, That on this day of July 17, 1974, in the County of Clark and the said State and State wherein the within

SUBJECT TO easements and restrictions .. . . . .  
TOGETHER WITH a non-exclusive easement for ingress to and egress from the above  
described property over, upon and across the Southwest Quarter of the Southwest  
Quarter of Section 20 along the existing roadway.  
TOGETHER WITH the right to draw water for domestic purposes only from a spring on  
the vendor's land in the Southwest Quarter of the Southwest Quarter of said Section  
20 and an easement for conveying said water to the vendee's land upon, over, across  
and under the South five feet of the Southwest Quarter of the Southwest Quarter of  
said Section 20.

The terms and conditions of this contract are as follows: The purchase price is  
Six Thousand and no/100 - - - - - \$6,000.00 Dollars, of which  
Two Hundred and no/100 - - - - - \$200.00 Dollars have  
been paid, the amount whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Balance of \$5,800.00, with interest at 7% payable as follows: A payment of  
not less than \$50.00, including interest, on the 1st day of September  
1974, and a like payment of not less than \$70.00, including interest, on the  
first day of each month thereafter until the full amount of principal and  
interest has been paid in full. OUT of the payments made each month, first  
shall be deducted interest, and the balance applied to principal. Purchaser  
may make larger or additional payments at any time.

Taxes to be pro-rated as of August 1, 1974.

It is further provided that the purchasers shall have paid the contract  
in full on or before (7) years from the date of execution of this contract.

No. 2907

TRANSACTION EXCISE TAX

DATE 17/8/74

Amount

\$60.00

*Mildred J. Ward  
Kathy E. Kettner*

All payments to be made hereunder shall be made at  
or at such other place as the seller may direct in writing  
as referred to in the contract, and if there shall be

upon execution of contract

(1) The purchaser becomes and agrees to pay before delinquency all taxes and assessments that may be levied against the property described in this instrument by any taxing authority  
hereafter becoming a tax on said real estate, and if by the terms of this instrument the purchaser has agreed to pay taxes and assessments on account of improvements now or hereafter  
constructed or otherwise made on or attached to said property, he has agreed to pay the same before delinquency.

(2) The purchaser agrees to pay the purchase price in full, paid to him the building now and fixtures placed on said real estate  
and values the fixtures and real estate for the windows in a compensation equivalent to the value and for  
the value of the fixtures and real estate placed on said real estate and fixtures to be delivered to him and removed, turned to  
the seller's benefit, as appears in the bill of sale.

The purchaser agrees that full payment of the purchase price and delivery of the property to him shall be the sole and exclusive remedy for any breach of this instrument by the vendor, and that the vendor shall not be liable for any damage, loss or  
injury to the property or fixtures, or any other damage, loss or injury to the purchaser, arising out of or connected with the sale of the property, except as herein provided.

The vendor agrees to pay to the purchaser the sum of \$200.00, as a deposit, and to return the same to the purchaser within 10 days after the date of closing, provided, however, that if the vendor fails to close the transaction, he shall retain the amount of the deposit.

The vendor agrees to pay to the purchaser the sum of \$200.00, as a deposit, and to return the same to the purchaser within 10 days after the date of closing, provided, however, that if the vendor fails to close the transaction, he shall retain the amount of the deposit.

The vendor has delivered, or agrees to deliver within 10 days of closing, a purchaser's policy of title insurance in  
amount sufficient to cover the amount of the purchase price, issued by a company acceptable to the purchaser to the full amount of  
the purchase price, subject to or discharge by reason of acts or omissions by said vendor as of the date of closing, and insurance for  
losses resulting from the following:

(1) Periodic premium assessments on land, policy form  
(2) Losses on encumbrances which by the terms of this contract the purchaser is to assume, or in which the purchaser becomes  
interested, or for which he is responsible.

Any existing encumbrance on encumbrances which affect the premises and real estate, and any mortgage or other obligation which  
affects the property, or interests therein, which for the purpose of this paragraph, it shall be deemed exists as of the date of closing,

(1) Upon seller's election to bring suit to enforce any covenant of this contract, including  
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.

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.

Henry M. Police (ss)  
Susan M. Police (ss)  
Charles J. Clark  
Raymond J. Hekala (ss)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me **HENRY JOE POLICE and SUSAN M. POLICE, husband and wife,**  
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 uses and purposes  
therein mentioned.

GIVEN under my hand and official seal this

21<sup>st</sup>

day of

July, 1974.

Notary Public in and for the State of Washington

residing at Vancouver

REGISTERED
INDEXED DIR. 8
PURSUANT TO
SEARCHED
IMMIGRANT
MAILED

STATE OF WASHINGTON  
COUNTY OF CLARK

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
Henry J. Police  
OF Clark on Aug 17, 1974  
AT 11:25 A.M.  
WAS RECORDED IN BOOK 67  
OF Land on Aug 17, 1974  
RECORD OF DEEDS & G.R. REC'D. WASH.  
Henry J. Police  
NOTARY PUBLIC  
CLARK COUNTY, WASHINGTON  
EXPIRES APRIL 1975



Filed for Record at Request of

ATTORNEY COMPANY

**TRUE INSURANCE**  
**PIONEER NATIONAL**

FORM NO. 23 — ACKNOWLEDGMENT  
STEINBECK LAW FIRM CO., PORTLAND, OREGON

STATE OF OREGON,

County of Clark

ss.

BE IT REMEMBERED. That on this 21<sup>st</sup> day of August, 1974,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named

known to me to be the identical individual described in and who executed the within instrument and  
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

Janet Pickate

Notary Public for Oregon.

My Commission expires 3-19-76

