

## REAL ESTATE CONTRACT



THIS CONTRACT, made and entered into this 12 day of NOVEMBER, 1974  
between DEAN VOGT AND LOIS VOGT, husband and wife

hereinafter called the "seller," and  
EDWARD WILHELM WILLEMAN, JR., as his separate estate  
hereinafter called the "purchaser."

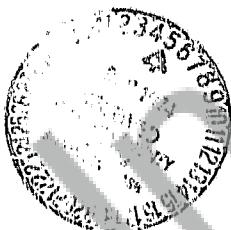
WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in SKAMANIA County, State of Washington:

The North half of the North half of the Southeast quarter of  
Section 29, Township 2 North, Range 5 East of the Willamette  
Meridian.

Subject to and together with an existing sixty (60') foot easement  
for ingress, egress, road and utility purposes.

The terms and conditions of this contract are as follows: The purchase price is FOURTEEN THOUSAND EIGHT HUNDRED  
AND NO/100 ( $\$14,800.00$ ) Dollars, of which  
ONE THOUSAND EIGHT HUNDRED AND NO/100 ( $\$1,800.00$ ) Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
ANNUAL PAYMENTS SHALL BE MADE IN THE AMOUNT OF ONE THOUSAND SEVEN HUNDRED SIXTY  
AND NO/00 (\$1,560.00) DOLLARS BEGINNING December 15, 1975, AND  
ANNUALLY THEREAFTER UNTIL FULLY PAID WITH INTEREST ON THE DILINQUENCY BALANCE  
AT THE RATE OF 7 1/2 PERCENT, INTEREST ON SAID CONTRACT BEING DUE ON November 15,

December 15, 1974.



2984

No. ....  
TRANSACTION EXCISE TAX

DEC 5 1974

TOWN P.D. 148-22  
EDWARD WILLEMAN  
Skamania County Treasurer  
11, University Dr., Washigton, D.C.

All payments to be made hereunder shall be made at 6108 Highway 99, Vancouver, Washington  
or at such other place as the seller may direct in writing.

December 5, 1974.

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between seller and buyer hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now or hereafter placed 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 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 nothing the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee 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 risks 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 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 condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied or payment on the purchase price herein unless 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 remaining 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 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 therefore, issued by Security Title Insurance Company of Washington, 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, one of which for the purpose of this paragraph (c) shall be deemed defects in seller's title.

(5) If seller's duty to hold real property as subject to an existing contract or contract under which seller is a participant or other definite, in any ascertainable deed of trust or other obligation for which seller is to pay, seller is liable to purchaser and to the holder of such interest with the same interest, and upon default, the purchaser shall have the right to sue, or prosecute or demand payment of the amount so due, and any judgment so made shall be applied to the payments next falling due thereon by seller to the holder.

(6) The seller agrees, upon receiving full payment of the purchase price and interest at the minimum above stated, to execute and deliver to purchaser a statutory warranty deed to said real estate, containing the title as it stands on the date of sale, free of encumbrances except any that may attach after date of closing, which protection extends no further than the seller, and subject to the following:

(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 this building 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, taxes or construction charges for water, sewer, electric, garbage or other utility services furnished to said real estate after the date purchased, and 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 offset such insurance and amounts so paid by the seller, together with interest on the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, without prejudice to any other right the seller might have by reason of such default.

(10) 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 or in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and, notwithstanding any other provision 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 the address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any amount 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 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 hereunder, and the suit 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 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,

Dean Vogt

Lois Vogt

LEONARD WILLIAM FOLLMAN, JR.

STATE OF WASHINGTON

County of Clark

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

to be known to be the individual(s) described in and who executed the within and foregoing instrument, and doth swear that

they signed the same as their free and voluntary act done for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this

15 day of November, 1974

Notary Public in and for the State of Washington

residing at Vancouver

WHEN RECORDED, RETURN TO



SECURITY TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

REGISTERED
INDEXED
SEARCHED
RECORDED
COMPARED
MAILED

THIS SPACE IS RESERVED FOR RECORDER'S USE  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OF WRITING, FILED BY

ON 11/18/74 2nd flr 104

AT 12:15 P.M. NO. 5 1974

WAS RECEIVED IN UCOR 67

ON 11/18/74 AT PAGE 970

RECEIVED IN SKAMANIA COUNTY, WASH.

COUNTY JUDGE