



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
WALTER WILLIAM FELLMAN, 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 SKAMIA County, State of Washington.

The north half of the North half of the Northeast 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 FIVE HUNDRED SIXTY
AND NO/100 (\$1,560.00) DOLLARS BEGINNING December 15, 1975, AND

ANNUALLY THEREAFTER UNTIL FULLY PAID WITH INTEREST ON THE REMAINING BALANCE
AT THE RATE OF 7 0 PERCENT, INTEREST ON SAID CONTRACT SHALL BEGIN ON Nov-

ember 15, 1974.



No. 2984
TRANSACTION EXCISE TAX

DEC 5 1974

Amount Paid 14800
Walter J. Fellman, Jr.
Skamania County Treasurer
W. J. G. Halliday, Jr.

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.

As referred to in this contract, "date of closing" shall be December 3, 1974.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied on the real estate and agrees hereafter to become a lien on said real estate, and if by the terms of this contract the purchaser has assumed the 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 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 on the real estate 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 neither the seller nor his assigns shall 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 or any part thereof for public use, and agrees that in 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 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 therefor, issued by Security Title Insurance Company of Washington, insuring the purchaser in 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:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the encumbrance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation of which for the purpose of this paragraph (5) shall be deemed a defect in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is obligated to make payments, in any amount, of debt or other obligation, or if seller is to pay, under a purchase money mortgage, or under a deed of trust with the terms interest, and upon default, the purchaser shall have the right to make any payments required to keep the same in the debt, and any payments so made shall be applied to the payments next falling due thereon by the holder of the same.

(7) The seller agrees, upon receiving full payment of the purchase price and interest, to execute and deliver to purchaser a statutory warranty deed in said real estate, containing the covenants and conditions herein set forth, 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 the day 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 work to be done, or portion thereof, 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 he is 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 thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, or 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 as the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and, upon the 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 purchase is rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his last known address to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit 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 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 the real estate 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.

Donn Vogt 58-10
Donn Vogt
Lois Vogt 58-10
Lois Vogt
Walter William Follman, Jr. 58-10
Walter William Follman, Jr.

STATE OF WASHINGTON
County of Clark

On this day personally appeared before me
Donn Vogt and Lois Vogt
to be known to be the individual(s) 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 15 day of November, 1974

John J. Jones
Notary Public in and for the State of Washington
residing at Vancouver

WHEN RECORDED, RETURN TO



77508

 **SECURITY TITLE INSURANCE COMPANY**
1000 10TH AVENUE, SUITE 1000, SEASIDE, CALIF. 94065

Filed for Record at Request of _____

REGISTERED	INDEXED
INDEXED	INDEXED
RECORDED	COMPARED
MAILED	

NAME _____
ADDRESS _____
CITY AND STATE _____

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

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Lois Vogt, Walter William Follman, Jr. OF Clark COUNTY, WASH. AT 12:15 A.M. DEC 5, 1974 WAS RECORDED IN BOOK 67 OF 1849 AT PAGE 977 RECORDS OF SKAMANIA COUNTY, WASH. John J. Jones COUNTY CLERK