

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 2nd day of January, 1975

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 SKAMANTA County, State of Washington:

The Northeast quarter of the Southwest quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian of said county and state.

3047

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

No. _____
TRANSACTION EXCISE TAX

JAN 22 1975

Amount Paid: 23.50

Skamania County Treasurer

The terms and conditions of this contract are as follows: The purchase price is TWENTY-FIVE THOUSAND EIGHT HUNDRED SIXTY AND NO/100 (\$25,860.00) Dollars, of which TWO THOUSAND SEVEN HUNDRED SIXTY AND NO/100 (\$2,760.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THE BALANCE OF SAID PURCHASE PRICE (\$23,100.00) SHALL BE PAID IN ANNUAL PAYMENTS OF (\$2,712.00) BEGINNING JANUARY 1, 1976 AND ANNUALLY THEREAFTER IN A LIKE AMOUNT ON THE LIKE DATE UNTIL FULLY PAID, HERE- CHASTER AGREES TO PAY INTEREST ON THE REMAINING BALANCE OF SAID PURCHASE PRICE AT THE RATE OF 7.5% PER ANNUM COMPOUND DAILY, PAY OF JANUARY 1, 1976.

IT IS UNDERSTOOD BY SELLER AND PURCHASER THAT ALL SINS ARE AND PAYABLE, UNLESS OTHERWISE AGREED, ON OR BEFORE March 10th, 1975.

All payments to be made hereunder shall be made at First Independent Bank, Downtown Branch, Vancouver, WA or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be January 10, 1975.

(1) The purchaser assumes and agrees to pay before closing 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 closing.

(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 neither the seller nor his agents shall be held by any deed and respecting the condition of any improvements thereon, or shall the purchaser or seller, the assignor of either be held to any contract or agreement for alterations, improvements, or repairs, unless the contract or agreement in writing or 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 consideration award remaining after payment of reasonable expenses of securing the same shall be paid to the seller or applied as payment or the purchase price hereon unless the seller, by a written notice, requires the same to be paid to the seller or applied as payment or the purchase price hereon. In case of any improvements damaged by such taking, the cost of damage or destruction from a paid insured source, the proceeds of such insurance remaining after payment of the reasonable expense of securing the same shall be deemed to be the proceeds 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 hereon.

(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 Transamerica Title Insurance Company, 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:

- Printed general exceptions appearing in said policy form;
- Ideas 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
- 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, none of which for the purpose of this paragraph (5) shall be deemed defects 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 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, RESTRICTIONS AND RESERVATIONS 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 use, or 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) If the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment to 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, all 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, at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon declaration so, all covenants 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 other such default.

Notice upon purchase of all demands, notices or other papers with respect to foreclosure and redemption of purchaser's rights may be made by United States Mail, postage prepaid, 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 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 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 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 time 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.

Debra Vogt (SAL)
Lois Vogt (SAL)
William F. Williams (SAL)
 Attorney William F. Williams

STATE OF WASHINGTON

County of _____

On this day personally appeared before me *Debra Vogt* and *Lois Vogt*

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

2 day of January, 1975

Debra Vogt
 Sellers here in and for the State of Washington

residing at Vancouver.

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

78684

Filed for Record at Request of

Name _____

Address _____

City and State _____

REGISTERED	☒
RECORDED	☒
INDEXED	☒
FILED	☒

THIS SPACE PROVIDED FOR RECORDER'S USE
 DATE OF RECORDING _____
 COUNTY OF _____

EXAMINED BY RECORDER _____

RECEIVED BY RECORDER _____

R. J. Johnson

W. J. Johnson

11/20/75

11/20/75

11/20/75

11/20/75

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11/20/75

11/20/75