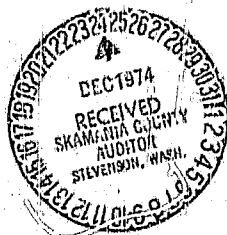


JUL 1964

64-64

Pioneer National  
Title Insurance Company  
WASHINGTON TITLE DIVISION

## REAL ESTATE CONTRACT



THIS CONTRACT, made and entered into this 26th day of November, 1974,

Between WILLIAM PROKSEL & LUCILLE PROKSEL, husband and wife,

and KERRY M. YULE, a single man,

Hereafter 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:

## PARCEL No. 16:

A portion of Sections 16 and 17, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point that is South  $0^{\circ} 03' 39''$  East 3041.30 feet (Washington Coord. System South Zone) from the Northwest corner of said Section 16, which point is the Point of Curvature in the centerline of an existing road;

thence following said centerline along the arc of a 400 foot radius curve to the left (incoming tangent of which is North  $77^{\circ} 56' 00''$  East) for an arc distance of 191.99 feet;

thence North  $50^{\circ} 26' 00''$  East 268.45 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 1131.08 foot radius curve to the left for an arc distance of 107.92 feet;

thence leaving said centerline West 461.06 feet to the West line of said Section 16;

thence South  $0^{\circ} 30' 59''$  West along said West line 515.65 feet to a point South  $0^{\circ} 30' 5''$  West 2629.82 feet from said Northwest corner of Section

thence South  $85^{\circ} 05' 00''$  West 168.52 feet;

thence South  $12^{\circ} 00' 00''$  East 441.71 feet to the centerline of the aforementioned road;

thence North  $77^{\circ} 56' 00''$  East 110.00 feet to the point of

BEGINNING.

Containing 10.05 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  $11^{\circ} 22' 50''$  West (Washington Coord. System South Zone) 4030.75 feet from the Northwest corner of said Section 16;

thence North  $40^{\circ} 43' 03''$  West 296.10 feet;

thence along the arc of a 200 foot radius curve to the right for an arc distance of 130.35 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 191.93 feet;

thence North  $50^{\circ} 26' 00''$  East 260.49 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 1131.08 foot radius curve to the left for an arc distance of 107.92 feet.

The terms and conditions of this contract are as follows. The purchase price is Twelve thousand Five hundred and no/100-----(\$12,500.00 Dollars, of which Fifteen hundred and 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 ten and no/100-----(\$110.00 ) Dollars or more at purchaser's option, on or before the 1st. day of February 1974 and One hundred ten and no/100-----(\$110.00 ) 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 8 1/2 per cent per annum from the 1st. day of January 1974 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 4005 S.W. 195th. Aloha, Oregon or at such other place as the seller may direct in writing.

Total balance shall be paid not later than January 1, 1983.

No. 3002  
TRANSACTION EXCISE TAX

DEC 21 1974

Amount \$ 125.00  
Paid by *William A. Brown*  
Skamania County Treasurer  
By *William A. Brown*

As referred to in this contract, "date of closing" shall be December 21, 1974

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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 thereof against loss or damage by both fire and wind-torn in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums thereon 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 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 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 as 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 therefor, issued by UNITED NATIONAL LIFE 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 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 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 contract under which seller is obligated to make any payment or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms of such contract or mortgage, and upon default, the purchaser shall have the right to make any payments necessary to satisfy the contract, with any interest as may be due, and he applies to the payment of such falling due the order under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to deliver to purchaser a title insurance policy to said real estate, excepting any portion of said real estate taken for public use, free of encumbrances except any that may exist after sale of closing through any person other 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 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 for 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, 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.

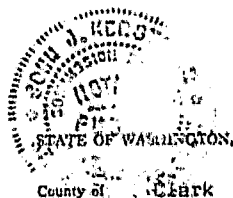
(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon its 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.

(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 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.



County of Clark

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

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 26th day of November, 1974

Notary Public in and for the State of Washington,  
residing at Vancouver

REGISTERED
INDEXED - DIM
INDEXED - INT
RECORDED
COMPARED
MAILED

FILED
NOV 26 1974
CLERK
COUNTY AUDITOR
RECORDS OF SKAMANIA COUNTY, WASH.
OF 11 PAGES
WAS RECORDED IN BOOK 608
AT 9:22 A.M. NOV 27 1974
OF 11 PAGES
INSTRUMENT OF WRITING FILED BY
I HEREBY CERTIFY THAT THE WITHIN
COUNTY OF SKAMANIA
FILED IN WASHINGTON COUNTY'S USE

TO
William Proksel
4005 S.W. 195th
Alhambra, Oregon
OWN VLOG
RETURN
Filed for Record at Request of
ATKIN COMPANY
PIONEER NATIONAL
TITLE INSURANCE
785664