## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

February, 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 "numbers"

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

The South East quarter of the South West quarter of Section 29, Township 2 North, Range 6 East of the Willamette Meridian located in Skamania County, State of Washington, and being approximately forty (40) acres more or less in size, TOOKTHER WITH rights of ingress and egress, and easements, restrictions, and reservations of record

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 TWO THOUSAND SEVEN HUNDRED SIXTY AND NO/100 ---- (\$ 2,760.00 ) Dollars, of which ) Dollars liave

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: THE UNPAID BALANCE OF \$23,100.00 SHALL BE PAID IN ANNUAL PAYMENTS IN THE AMOUNT OF \$2,772.00 BEGINNING MAY FIRST , 1976 AND ON A LIKE DAY OF THE LIKE MONTH ANNUALLY THEREAFTER UNTIL FULLY PAID. INTEREST TO BE PAID ON THE UNPAID BALANCE AT THE RATE OF \$1.0% PER ANNUM COMPUTED ON THE 1975. UNPAID BALANCE BEGINNING April

TAXES ON ABOVE PROPERTY TO BE PAID SEPARATELY BY PURCHASER.

IN ANY EVENT, THIS CONTRACT TO BE PAID IN FULL ON OR BEFORE SIX (6) YEARS FROM ABOVE DATE.

All payments to be made bereunder shall be made at \_ First Independent Bank, Main Branch, 1313 Main Street, 98660 Vancouver, Washington or at such other place as the seller may direct in writing. Apr;11 1, 1975 As referred to in this contract, "date of closing" shall be\_

(1) The purchaser assumes and agrees to pay before delinquency oil taxes and assessments that may as between granter 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 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.

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 on the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is confained herein or is in writing and attached to and made a part of this contract.

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 state or hereafter placed thereon, and of the taking of said real estate or any part thereof for jubble use; and agrees that no such damage, destruction or taking shall thereon, and of the taking of said real estate is taken for public use, the portion of the condemiation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payrient 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 improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such invariance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restorable or rebuilding for such incorporements within a reasonable ime, unless purchaser elects that said proceeds shall be paid to the selver for application on the purchase price herein.

(5) The siller has delibered as a same than the said proceeds shall be paid to the selver for application on the

(5) The siller has delivered, or agree to deliver within 15 days of the date of closing, a purceaser's policy of title insurance in six dard form, or a commitment therefor, search by Transsomovice Hitle insurance Company, insuring the purchasis to the full amount of all purchase prior against ions or damage by reason of defect in seller's title to saw real estate as of the date of cloting and containing no exceptions other than the following:

prions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Lions of encuphrances which by the terms of this contract the purchaser is to assume, or at to which the conveyance hereunder is to be tigade pipiete; and

c. Any cricing potract or contracts under which salies is purchasing said real actual, and may make said platets in salies which for the purpose of this paragraph (5) and be dyman platets in salies in salies.

(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 ubligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchase; shall have the right to make any payments necessary to remove the default, and any payments so inade shall be applied to the payments next failing 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 deed to said real estate, excepting any part thereof berusiter 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:

(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 hereuader. 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, of permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all zervice, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real ustate 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 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without projudice to any other right the seller might have by reason of such default.

(10) Time is of the exesses of this contract, and it is account that it is a contract and it is a contract.

from case or payment unto transact man or repayants of portraises on sent's contact, 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 and elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser 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; and no waiver the 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 by made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address hat 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 regulared. (11) Upon seller's election to bring suit to enforce any any covenant of this contract, including suit to collect any payment regulared. If the seller shall bring suit to procure an adjudication of the termination of the purchaser ights hereunder, and judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser ights hereunder, and judgment is an 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 entere

included in any judgment or decree entered in such suit.		
IN WITNESS WHEREOF, the parties hereto have executed	uted this instrument as of the date first written above.	
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County of Clark y	May All	
County of Grank		
On this day personally appeared before me	Dean Vogt and Lois Vogt	
to me known to be the individual g described in and who ex	recuted the within and foregoing instrument, and acknowledged that	
they signed the same as thei:	free and voluntary act and deed, for the usen and pu	robtes
therein mentioned.	100 C 100 C 100 C	
metern menanten		B. Car
GIVEN under my hand and official seal this 7th	day of March , 1975 / 2170 a	7.1
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Address P.O. 1907, 1849			INDIRECTE
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