

81012

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25th day of September, 1975,
 between WILLIAM PROKSEL & LUCILLE PROKSEL, husband and wife,
 hereinafter called the "seller," and FRED E. JOHNSON & VIOLA M. JOHNSON, husband and wife,
 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 SEASIDE County, State of Washington:

3590



No. _____
 TRANSACTION EXCISE TAX

OCT 1 1975

Amount Paid _____
 King County Auditor
 King County Treasurer

The terms and conditions of this contract are as follows. The purchase price is _____ Dollars, of which
 Eighteen hundred Fifty, or _____ Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
 Eighty and no/100 _____ Dollars,
 or more at purchaser's option, on or before the _____, 1975,
 and Eighty and no/100 _____ Dollars,
 or more at purchaser's option, on or before the _____, 1975,
 or more at purchaser's option, on or before the _____, 1975,
 The purchaser further agrees to pay interest on the remaining balance of said purchase price
 at the rate of eight per cent per annum from the _____, 1975,
 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 _____,
 or at such other place as the seller may direct in writing.

Purchaser agrees to pay balance of purchase price on or before _____, 1975.
 Sellers agree to grant the purchaser and her heirs and assigns the right to occupy the property no later
 than October 1, 1975.

Seller agrees to grant a deed release to five acres for a \$1000.00
 principal payment in addition to the regular payments.

As referred to in this contract, "date of closing" shall be October 1, 1975.

(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 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 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
 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 restora-
 tion 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 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;
- 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
- 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:

mineral reservation to the state of Washington.

(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 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 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 his 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 his 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.

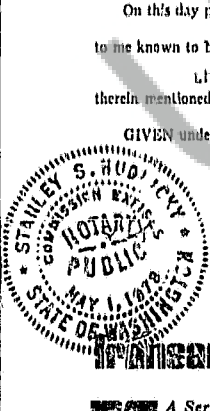
William Prusak (SEAL)
Lucille Prusak (SEAL)
Victor M. Nelson (SEAL)
Fred E. Johnson (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me *William Prusak & Lucille Prusak*
 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 25th day of September, 1975



Stanley S. Hudlicky
 Notary Public in and for the State of Washington
 residing at *Vancouver*

Transamerica Title Insurance Co

A Service of
 Transamerica Corporation

Filed for Record at Request of *Dean Vogt*
 Return to
 Name *William Prusak*
 Address *4005 E.W. 135th, Alhambra, OR 97006*
 City and State *Alhambra, OR*

THIS SPACE PROVIDED FOR RECORDER'S USE:

A portion of the Northwest quarter of Section 16, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at an iron rod on the West line of said Northwest quarter, South $00^{\circ} 30' 59''$ West, 711.14 feet from an iron pipe at the Northwest corner thereof; thence North $75^{\circ} 00' 00''$ East, 174.48 feet to the centerline P.C. of a 60 foot easement;

THENCE North $75^{\circ} 00' 00''$ East, 692.24 feet to a 1/2" iron rod;

THENCE South $21^{\circ} 00' 00''$ East, 457.41 feet to a 1/2" iron rod;

THENCE West, 528.83 feet to the centerline of a 60 foot easement;

THENCE following said centerline, South $20^{\circ} 37' 00''$ East, 66.46 feet;

THENCE along the arc of a 200 foot radius curve to the right for an arc distance of 89.94 feet;

THENCE South $05^{\circ} 09' 00''$ West, 140.21 feet;

THENCE leaving said centerline, West 499.51 feet to a 1/2" iron rod on the West line of said Northwest quarter of Section 16;

THENCE North $00^{\circ} 30' 59''$ East along said West line, 493.14 feet to the POINT OF BEGINNING:

Containing 10.21 acres more or less;

EXCEPT easements and restrictions of record;

TOGETHER WITH AND SUBJECT TO a 60 foot easement for ingress, egress and utilities, 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 an iron pipe at the Northwest corner of said Section 16;

THENCE North $40^{\circ} 43' 00''$ West, 296.10 feet;

THENCE along the arc of a 200 foot radius curve to the right for an arc distance of 130.38 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 191.99 feet;

THENCE North $50^{\circ} 26' 00''$ East, 268.49 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;

THENCE North $06^{\circ} 41' 00''$ West, 163.57 feet;

THENCE along the arc of a 200 foot radius curve to the right for an arc distance of 111.70 feet;

THENCE North $25^{\circ} 19' 00''$ East, 136.49 feet;

THENCE along the arc of a 150 foot radius curve to the left for an arc distance of 99.57 feet;

THENCE North $12^{\circ} 43' 00''$ West, 165.38 feet;

THENCE along the arc of a 150 foot radius curve to the right for an arc distance of 46.77 feet;

THENCE North $05^{\circ} 09'$ East, 342.59 feet;

THENCE along the arc of a 200 foot radius curve to the left for an arc distance of 89.94 feet;

THENCE North $20^{\circ} 37' 00''$ West, 169.17 feet;

THENCE along the arc of a 200 foot radius curve to the left for an arc distance of 199.37 feet;

THENCE North $77^{\circ} 44' 00''$ West, 125.75 feet;

THENCE along the arc of a 100 foot radius curve to the right for an arc distance of 135.67 feet;

THENCE North 209.41 feet to the center of a 50 foot radius cul-du-sac and the terminus of said easement at a point South $13^{\circ} 04' 49''$ East, 360.38 feet from the Northwest corner of said Section 16.