REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25th. day of September, 1975,

between WILLIAM PROKSEL & LUCILLE PROKSEL, hasband and wife.

bereinafter called the "seller," and BRED E. JOHNSON & VIOLA M. JOHNSON, husband and wife,

hereinafter called the "nurchaser."

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

TRANSACTION EXCISE TAX DC# 7 1975 Amount Pand Lines Min- st 6 Skama tia Com y Jeoasurer

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The terms and conditions of this contract are as follows. The purchase price is

ana n, Dellars, of which A Dollars have

3 Dollars. Eighty and no/100------or more at purchaser's option, on or before the day of . 19 75. 1 Dollars. and Eighty and no./100----or more at purchaser's option, on or before the . ee (S day of each successing calendar menth until the balance of said purchase price thall have been fully paid. The purchaser further agrees to pay interest on the dammating balance of said purchase price

per cent per annum from the day of 19 75. at the rate of Binht which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Thursty string with the All payments to be made hereunder shall be made at 4.8 5 er at such other place as the seller may direct in writing.

Purchaser agrees to pay belence in full no later than dotouer 1, 1983. Seller agrees to grant a deed release to five acres for a \$5000.00 principal payment in addition to the regular payments.

(1) The purchaser assumes and agrees to pay before deliaquency all 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 more serve, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien grantee testate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully some Three the buildings now and hereafter placed on said real statistics and to the actual cash value thereof against law or things by both fire and windstorm in a company acceptable to the saller, and device seller's benefit, as his interest two appears, and to pay all pensitium therefor and to deliver all policies and renewals the effect 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 hereix of its 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 observing

in writing and attached to and made a part of this centract.

(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 rayment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a purition of such condemnation award to the rebuilding or restoration of any improvements changed by such taking. In case of damage or destruction from a peril insured agal ist, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restortion 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 nuchase price herein.

(5) The seller has delivered, or agrees to deliver within 18 days of the date of closing, a purchaser's solicy of title insurance in standard form, or a commitment therefor, issued by Transamethia Title travenna 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 exceptions other than the following:

b. Liens or encumbrance 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 nurchasing said real estate, and any mortg ge or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be seemed defects in seller's title,

Form No. W-1412 (Previous Form No. 569)

(6) If seller's title to said real estate it subject to an existing contract under which seller is purchasing and real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in excordance 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 that he applied to the payments next failing due the seller under this excitant. (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 as long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on soid 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 funished to said real estate after the date purchaser is entitled to possession.

(9. In case the purchaser fails to ranke any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts to 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 parchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) The is of the asserte of this contract, and it is awreed that in case the purchaser shall fail to comply with or perform any

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 estates shall be forfeitled 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 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 constructed 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 Mull, 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 of connection with such suit, which sums shall be included in any ludement or decree entered in such suit.

sums shall be included in any judgment or decree en		
entered, the purchaser agrees to pay a reasonable so the reasonable coa of searching records to determi included in any judgment or decree entered in such s	m as attorney's ne the condition	termination of the purchaser's rights hereunder, and judgment is so ices, and all costs and expenses in connection with such suit, and also in of title at the date such suit is commenced, which sums shall be
IN WITNESS WHEREOF, the parties hereto i	iave executed th	ils l'astrucació as of the date, first written above.
	- 1	Carry tro-tivel (STAL)
	-	Trumble tradies (GEA)
		Wola m Trans (SIAL)
		Fred & Janson (SUAL)
STATE OF WASHINGTON,	J	0
County of Clark		
On this day personally appeared before the	illiam Pr	oksel & Lucille Proksel
to me known to be the individual S. described in an	d 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 afficial seal this	26th	day of September, 1975,
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		residing of Variabuver
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Filed for Record at Request of Deen Vont

Return to

Name William Prokeel

Address. 4005 8.W. 195th.

City and State Aloha, Uragon 97005

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 a point on the North line of said Northwest quarter of Section 16, South 87° 44' 32" East, 654.31 feet from the Northwest corner thereof; thence South 21° 00' 00" East, 1131.22 feet to a 1/2" iron rod at the TRUE POINT OF BEGINNING;

THENCE South 21° 00' 00" East, 200.00 feet to the centerline of a 60 foot road easement;

THENCE following said easement along the arc of a 60 foot radius curve to the left (the incoming tangent of which is South 80° 47' 00" West) for an arc distance of 77.96 feet;

THENCE South 06° 20' 00" Wost, 145.54 feet;

WHENCE along the arc of a 200 foot radius curve to the right for an arc distance of 69.40 feet;

THENCE South 26° 13' 00" West, 274.54 feet;

THENCE along the arc of a 153.20 foot radius curve to the right for an arc distance of 38.64 feet;

THENCE South 40" 40' 00" West, 485.71 feet;

THENCE along the arc of a 300 foot radius curve to the left for an arc distance of 219.30 feet to a junction;

THENCE along the arc of a 1131.08 foot radius curve to the left (the incoming tangent of which is North 01° 13' 00" West) for an arc distance of 107.92 feet;

THENCE Worth 06° 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° 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° 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° 09' 00" 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° 37' 00" West, 66.46 feet;

THENCE leaving said centerline Fast 528,83 feet to the TRUE POINT OF DEGINNING:

Containing 10.21 acres more or less;

EXCEPT easements and restrictions of record;

TOGETHER WITH AND SUBJECT TO a 60 foot easement for lingress, egress and utilities, the centerline of which is the West line of the above described 10.21 acre tract;

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° 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 48° 43' 00" West 296.10 feet:

thence along the arc of a 200 Cook radius curve to the right

for an arc distance of 130.35 /est;

thence North 3º 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 foot:

thence North 77º 56' 00" East 1045.34 Poets

thence along the arc of a 400 foot radius curve to the left for an arc distance of 191.69 foot:

thence North 50° 26° 00° East 268.49 feet:

thence along the arc of a 200 foot radius curve to the loft for an arc distance of 180.29 feet:

thence North 1º 13' 00" West 416.32 feet:

thence along the arc of a 200 /oot radius curve to the right for an arc distance of 219.30 feet;

thence North 40° 40' 00" East 485.71 feet;

thence along the arc of a 153,195 foot radius curve to the left for an arc distance 38,64 feet;

thence North 26º 13' CO" East 274.54 feets

thence elong the arc of a 200 foot redius curve to the left for an arc distance of 69.41 feet;

thence North 6º 20' 00" East 145.54 feet;

thence along the arc of a 60 foot radius curve to the right for an arc distance of 77.96 feet;

thence North 80° 47' 00" Enet 252.77 feet:

thence along the arc of a 60 foot radius curve to the right for an arc distance of 98.61 feet;

thence South 5° 03° 00° East 342.17 feet to center of a 50 foot radius cul-de-eac and the terminus of said right-of-way conterline, said point being South 44° 12° 44° East 2029.73 from the Northwest corner of said Section 16.