



(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 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.

*William Proksel* (SEAL)  
*Lucille Proksel* (SEAL)  
*Walter M. Johnson* (SEAL)  
*Fred E. Johnson* (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me William Proksel & Lucille Proksel  
 to me known to be the individual(s) 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

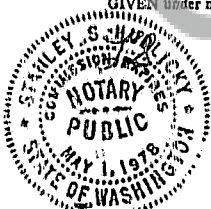
26th

day of

September, 1975,

*Stanley S. Schlick*  
 Notary Public 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 Proksel

Address 4005 S.W. 195th.

City and State Aloha, Oregon 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" West, 145.54 feet;

THENCE 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 North 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 East 528.83 feet to the TRUE POINT OF BEGINNING;

Containing 10.21 acres more or less;

EXCEPT easements and restrictions of record;

69 762  
TOGETHER WITH AND SUBJECT TO a 60 foot easement for ingress,  
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  $11^{\circ} 22' 50''$  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 200 foot radius curve to the right  
for an arc distance of 219.30 feet;  
thence North  $40^{\circ} 40' 00''$  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  $26^{\circ} 13' 00''$  East 274.54 feet;  
thence along the arc of a 200 foot radius curve to the left  
for an arc distance of 69.41 feet;  
thence North  $6^{\circ} 20' 00''$  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  $80^{\circ} 47' 00''$  East 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  $5^{\circ} 03' 00''$  East 342.17 feet to center of a 50 foot  
radius cul-de-sac and the terminus of said right-of-way centerline,  
said point being South  $44^{\circ} 12' 44''$  East 2029.73 from the Northwest  
corner of said Section 16.