

## REAL ESTATE CONTRACT

10195 2-6-700

(FORM A-1:64)

THIS CONTRACT, made and entered into this 4th. day of April, 1977

between Dean Wogt and Lois Wogt, busband and wife

hereinofter called the "seller," and " " or with Inc., a Washing on Corporation

bereinnfter nalled the "parchaser,"

WITNESSETIS: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the fallowing described real visiate, with the appurtenances, in Skamania County, State of Washington

The Northeast quarter of the Southeast quarter of Section 51, Teamship 2 North, Hange 6 East of the Willamett's Moridian.

Together with all easements of record in Section 6 and Section 5, Township I Herin, Range 6 East of the Willametts Meridian and together with and subject to a 60 root non-exclusive easement over existing roads in the Haut half of the Southwest quarter of Section 31. Township 2 North, Pange 6 East of the Willamette Meridian.

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

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- (1) The states of agrees to pay to be delinquent, in makes and assessments that may as between granton and granton became a long on sed set in, and if by the sems of this content to process has assumed payment of any mortgage, contact of atter encombination. Its assume agreent of an agreed to purchase subject to, any taxes or assessments now a ten in soid real extate, the purchasion of the same before delinquency.
- (2) The purchase agrees, not the purchase place is fully pured to keep of a buildings now and lareafter placed on and early extremely as the considerable value thereof against loss or damings by a "form of undetermine company accepts only to eather and for the celler's benefit, or his interest may agrees, and to pay off premiums therefor and to deliver all publishments thereof to the seller.
- 13) The purchaser agrees that full dispection of said real extent has been made and that neither the sailer on his anxigon shall be held to any coverest respecting the condition of any improvements thereon no chalf the purchase or sailer in the assigns of either be held to any coverest or agreements of straightfully. The purchase of sailer is the timest refer to a sailer in the coverest or agreement or agreement or agreement or agreement or sailer in the sailer of the coverest or less than the sailer of the coverest or agreement or agreement or sailer to agree and the coverest or sailer than the sailer of the s
- the field of it configured there or a six writing and office they to any under a part of this contract.

  (4) The purchases describes all hazards of damage to an destruction of any improvements now on said seal estate or here. The property of the said and they have a said read estate or any part of the purpose of the configured that no such damages, destruction or twing shall constitute a failure of amended on in case any part of said read estate is taken by qualific as the nations of the conformation general and amended as assumed to the purpose of reasonable expension of procuring the same shall be part to the said and applied as sayment or, the purchase free mines to us to the the purchase free apply all as part on a special and confidentiation award to the rebuilding or estatests to the the purchase of apply all as part on the purchase of any improvements damaged by such taking in case of gamage as instruction from a percent issuem or parent of the seasonable against the same shall be devoted to the retargetion of any improvements within a maximable for a indicate purchase are easily to a maximable for a indicate purchase are easily to a maximable for a indicate purchase are easily that said proceeds shall be paid to the seller or application on the purchase price bearing.
- 5) The being has delivered, or egimen to deliver within 15 days of the dute of classing a purchaser's policy of size in standard form or a commitment therefor, issued by Secur. Title Insurance Company of Washington, issueing the windower to the full amount of hand suchbase price against less or demany by reason of defect in selle a title to said of sets or of the date of classing and containing no exceptions after they the following.
  - a. I writed general exceptions appearing in said policy form,
  - to Livery a employment which by the terms of this contract the purchaser is to besume, or as in which the inverseries betweender, to be made subject, and
  - s. Any existing the tract or contracts under which seller is purchasing said recl estate, and any mortgage or other obligation, which seller by this contract egrees to pay, none of which for the purpose of this paragraph (5) shall be discusd defects in seller's nite.
- (6) If seller's title to and rail estate is subject to an existing contract or contracts under which seller is purchasing said sends detaile, it may morrouge or other halfgation which seller is a pay, seller agree is make any layouth payments in discribing with the server thereof and upon earlier in accordance with the server thereof and upon earlier the server the contract of accordance with the server as the server and server the server the server the server the server that the server the server the server the server that the server the server the server that the server the server that th

(7) The seller agrees, upon receiving full payment of the purchase price and increas in the number shave agent id, to execute and deliver to purchase a statutory wavegaty. PAIJFILINATE dend to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances manual any that may attack after date of clasing through my 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 soid real exists on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser coverants to leap the buildings and other improvements on said real exists in good repair and not in permit waits and not to use, or permit the use of, the real exists for any illegal purpose. The purchaser coverants to good review, installation or construction charges to review, installation or construction charges titled to possession. ested to passession.

(9) In case the purchaser fails 1, make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or a feet such insurance, and any amounts so poid by the seller, together with interest of 10° per amount haveon from sate of payment until sepaid, shall be repayable by purchaser on seller's demand, all (10). Time is of the exercise of this contract, and it is agreed final in case the purchaser shall fail to comply with or various any condition on agreement hereof or to make any payment equired here. The purchaser shall fail to comply with or various any payment equired here. The purchaser shall fail to comply with or various any condition on agreement hereof or to make any payment equired here. The purchaser shall fail to comply with or various any payment equired here. The purchaser shall fail to comply an any payment equired by the purchaser hereoner and all emprovements placed upon the effect of any payments dated damages, and the seller and linear contracts and take passerssion of the purchaser of the purc IN 1917 (1918), with 1970 JK, the parties become base executed this instrument as of the No. 4613 lesan" TRANSACTION EXCUSE TAX 1.4 APP 1077 Amount Pant Stational County Seasons By Daniel Commission of the Samuel Commission of the Commission of STATE C - WASHINGTON Courteel 51.41 De Rein der bereitige for the Employ of Section 1997 (1997) 16 9164 118 14 1.6 for the uses and an acceptance of the superior CIVER order to the complete at a April 1977, A A CONTRACTOR STREET, THE COUNTY OF MANAGES 1. I HERE TORONS THAT THE WITHOU RETRIES OF STREET, SALED BY Filed for Record of Respect of when the faith the " with Commercial and Santon REGISTERS: 11 St. B. L. M. Special Law 19 Lilly 18:00 For opposition in some 22. 51.6 ks 4 on Libertum in come 422. MICHAEL OF SPANISH COUNTY, WASH ADDRESS William Company and the CITY AND WATE \$14.00.00 1111 STATE OF \_\_\_ 2/4-X County of Clark 5.2% day of On this A D 19.7.7 before me, No undersigned , Notary Public in and for the State of .... 32/32/ duly commissioned and awarn a resonably appeared 2 cs and I can 1/20





## REAL ESTATE CONTRACT

10195 2-6-700

(FORM A-1964)

April. 1977 4th. day of THIS CONTRACT, made and entered into this

Dean Vogt and Lois Vogt, husband and wife between

hereinelter colled the "seller," and Hagedorn Inc., a Washington Corporation

hereinafter called the "purchaser,"

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

The Mortheast quarter of the Scutheast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian. Together with all easements of record in Section 6 and Section 5, Township 1 North, Range 6 East of the Willamette Meridian and together with a subject t. a 60 foot non-exclusive easement over existing roads in the East half , the Southeast quarter of Section 31, Younghip 2 North, Range 6 East of the Willamette Meridian.

The terms and conditions of this contract are as follows: The purchase price is
Twenty-four thousand and no/100(\$ 21,000.00 ) Dollars, of which
Ten thousant six hundred of inty-two and no/100- (\$ 10,522.00 ) Dellars have been paid, the recuipi whereaf is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
One thousand six hundred eight and no/100 - (51,600.00 ) Dollars,
or more at purchaser's perion, on or before the 135 day of February , 1978 , and One hundred thirty four and no/100 ) Dellors,
or more at purchaser's option, on or before the 1.34 day of each succeeding calendus 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 7.1 per cent per annum from the 1st day of April 19.77; which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.  This contract to be cashed out no later than February 1, 1961.  All payments to be made bereauder shall be made at or of such other place as the sellor may direct in writing.
Upon request, seller agrees to provide farranty Deeds in partial fulfillment of this contract upon sayment to them, their heirs, successors or assigns the following sums: 3700, per agree in minimum live (5) agree tracts, data sum to be said in addition to the regulardy called for on ments because the half apply directly to the contract balance then owing. Furchaser agrees to provide all legal meseriations and sear all cooks pertaining thereous Furchaser survive all legal meseriations and sear all leaving adequate access for increas, agrees and utilities to all land remaining under contract.
April 1, 1977

As referred to in this contract, "date of clasing":

- (1) The purchaser assumes and agrees to pay before delinquency off taxes and assessments that may as between grantor and grantee hereafter become a lien on said real astate, and it by the terms of this contract the purchase has assumed payment of any mortgace, contract or other encumbrance, or has assumed payment of a greed 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 an said real estate insured to the actual cash value thereof against lost or damage by both fire and windstorm in a campany acceptable to the seller and to the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all politicits and renewals thereof to the seller.
- (3) The purchaser agrees that full inspection of naid 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 thateun 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 for alterations, improvements or repairs unless the covenant or agreement for the covenant of agreement for the covenant of the covenant or agreement for the covenant of the covenant or agreement for the covenant or agreement of the covenant or agreement or agreement or agreement or agreement or agreement of the covenant or agreement or agreem
- ment 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 an destruction of any improvements now an said real estate or hereafter placed thereon, and of the taking of said real estate or any part of part buses, and agrees that no such damage,
  destruction or taking shall constitute a failure of consideration. In case any part of said real estate is raken for public use,
  the portion of the condemnation award remaining site payment of ceasinable 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 ar
  a portion of such condemnation award to the rebuilding or restoration of an improvements damaged by such taking. In case of
  damage or destruction from a part insured against, the proceeds of such insurance remaining after powent of the reasonable
  superior 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 saller for application of numbers and a payment of the restorance.
- (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser price herein, and instance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, 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 synthesis at the date of closing and containing no exceptions other than the following:
  - u. Printed general exceptions appearing in said policy form,
  - Liens of emeumbrances which by the forms of this contract the purchaser is as assume, or as to which the conveyance hereunder is to be made subject; and
  - c. Any existing contract or contracts under which seller is purchasing and real estate, and any mixingage or other obliga-tion, which seller by this contract agrees to pay, none of which has the purpose of this paragraph (5) shall be disented defects is seller's title.
- do. It saller's trate to no direct estate is nobject to an existing contract or contracts which teller is purchasing said real estate, in they movegage at other obligation which seller is to pay, seller agrees to make such payments in accordance with the term is thereof, and upon default, the purchaser shall have the right to make day payments becausely to remove the

(7) The seller agrees, upon receiving full payment of the purchase price and introvers in the marmer shows specified, to execute and deliver to purchaser a statutory warranty Full fill ment dend to said real extens, excepting any part themsal hereafter taken for public usa, free of encumbrances except any that may attach after date of closing through why person other than the seller, and subject to the following:

(8) Unless a different date in provided for herein, the purchaser shall be entitled to passession of sold real estate on date of classing and to ration passession 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 only illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, server, electricity, garbage or other utility services furnished to said real estate after the date purchasur is entitled to passession.

19) 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 iamounts so paid by the seller, together with interest at the role of 10% per annum thereon from date of payment until resold, 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 all 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 farfeited to the seller as liquidated admages, and the seller shall have right to re-enter and take passession 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-pand, return receipt requested, directed to the purchaser or his additions.

[11] Illogo seller's electure to huma suit to enforce any expensed of this contract, including suit to callest any payment.

(11) Upon seller's electrom to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchase to pay a reasonable sum as attempt's fees and all costs and expenses in connection with such suit, which sums statibe included in any judgment or decreventered in such suit.

If the seller shall bring suit to procure an adjudation of the trimination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attempts to and all costs and expenses in connection with such suit, and also the reasonable sot of searching seconds to determine the condition of title at the date such suit is commenced, which soms shall be included in any judgment or decree entered in such suit.

IN WITHERS WHEREOF, the parties harato have executed this instrument as of the data first written above.

No. 4613	liean Jogt (SEAL)
TRANSACTION EXCISE TAX	J. GEAL)
APR & 1977 Amount Paid X 4 2 30	Tura ( SEAL)
Skamania County Tipasurer By Managard State Samuel Sparts	(SEAL)
STATE OF WASHINGTON, County of	Bello The good - , se (SEAL)
	iam F. Hagedorn tecuted the within and foregoing instrument, and acknowledged that
he signed the same as	his free and valuntary act and deed,
GIVEN under my hand and official soul this 5th	day of April 1977.
745678 A 1-1-77 RE SHALL THE END OF THE SHALL	Notice Public in and for the State of Vaclamina to contain the state of Vaclamina



RECUPITY TITLE INTUPANIOL COMPANY

Filed for Record at Request of

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	INDEPTE: DIR.	٠,
NAME	Po 107;	5
TRANS	RECOUNTY	
ADDRESS,		
CITY AND STATE	MAILED	

THIS SPACE	RESERVED	2001	RECORDER	'S USE
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I HEREOT CERTIFY THAT THE WITHIN
NETSUMENT OF FRITING, FILED BY
Sky Po Title Co-
A Leurs Les Com
47 2 2 1 P. M. Aprello 1977
VAS RECOGNIN IN BOOK 72
or Deide AT PAGE 422
ECORDE UP SKAMANIA COUNTY, WASH
COUNTY AUDITOR
w E Prespore

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The Northeast quarter of the Southeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

Together with all essements of record in Section 5 and Section 5, Township 1 North, Range 6 East of the Willamette Meridian and together with and subject to a 60 foot more reclusive essement over existing roads in the East half of the Southeast quarter of Section 31, Township 2 North, Range 6 East of the Willamette Meridian.

Upon request, seller agrees to provide Warranty Deeds in partial fulfillment of this contract upon payment to them, their heirs, successors or assigns the following sums: \$700. per acre in minimum five (5) acre tracts, said sum to be paid in addition to the regularly called for payments herein and shall apply directly to the contract balance then owing. Purchaser agrees to provide all legal descriptions and bear all costs pertaining thereto. Purchaser further agrees not to release any parcel without leaving adequate access for ingress, agrees and utilities to all land remaining unfor contract.

As referred to in this contract, "date of closing" shall be April 1, 1977

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a firm on said roal scatter, and if by the terms of this contract the purchaser has assumed payment of any martigage, contract or other encumbrance, or has assumed payment of an agreed to purchase subject to, any taxes or assessments now a tien on said respective, 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 intured to the uctual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's bonefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewors 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 agreement respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any agreement or agreement for alterations, improvements or repairs unless the covenant or agreement reliand on is contained herein or is in writing and attached to and made a part of this contract.

ment relied on is cantained herein or is in writing any attached to one made a part of this contract.

(4) The pushbaser assumes all hozards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estates or any part thereof for public use; and agrees that no such damage, destruction or toking shall constitute a failure of consideration. In use any part of said real estate is taken for public use, the portion of the condemnation award remaining offer payment of reasonable expenses of procuring the same shall be poid to the seller and applied as payment on the purchase price heron unless the seller elects to allow the purchaser to apply all or a partion of such condemnation award to the rebuilding a 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 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 valvey of title insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's litle to said real estate as at the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form,

b. Liens or emcumbrances 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

c. Any existing contract or contracts under which seller is purchasing said real estate, and any martgage 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.

(b) If seller's title to said rool 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 actoult, the purchaser shall have the right make any payments necessary to remove the defailt, and any payments is made shall be applied to the payments next falling due the seller under this contract.

og. . . . upon purchaser of an demands, notices rights may be made by United States Mail, postage press. 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 less and all costs and expenses in confaction 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 adjuditation of the termination of the purch ser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a established some as attorney's fees and all costs and expenses in connection with such suit, and slow lie reasonable cost of tearching records to determine the condition of the date such suit is commenced, which sums shall be included in any ridgment or decree entered in such such HI WITNESS WHEREOF, the porties hereto have executed this controment as-of the date first written above. No. 4613 Wear Hogh TRANSACTION EXCISE TAX APR 6 1977 Amount Paid 호상대 후 Skamania County Treasuror Haredorn, Inc. By Made and Ly Dan Side both Sugar Cox STATE OF WASHINGTON. County of On this day personally appeared before me William F. Hagedorn to me known to be the individual — described in and who executed the within and foregoing instructions, and acknowledged that he free and vuluntary act and dood, signed the same as for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 5th April\_1977. Notary Public in and for the State of Bushmatton residence at THIS SPACE RESERVED FOR RECORDER'S USE SECURITY TITLE INSURANCE DOMESTIC TATE OF WASHINGTON SE I HEREMY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY... Filed for Record at Request of Collette Co. REGISTERED 72:201 1 Anulla 1977 MAS RECORDED IN DOOR 72 Deador AT FASE 499 NAME RECORDS OF TRAMANIA COUNTY, WASH. CHIPPARED 1000 COUNTY AUDITOR MAILED CITY AND STATE STATE OF\_ Wash County of Cla 5 The day of A. D. 1927, before me, the undersigned, a Notary On this\_\_\_ Public in and for the State of..... \_, duly commissioned and aworn parsonally appeared West and Kais Zloge to me known to be the individual. 9 described in and who executed the foregoing instrument, and acknowledged to me that Zhe' signed and scaled the said instrument as There and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal herate affixed the tay and year in this certificate above written.

Appary Public in and for the frate of residing at (Acknowledgment by Individual Afficheer Hattonal Title Insurance County Form L 21)