

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 3rd. day of June, 1974,

between WILLIAM PROKSEL & LUCILLE PROKSEL, husband and wife,

hereinafter called the "seller," and DEAN E. PEET & MAYVA J. PEET, 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 arrearages, in SKAMANIA County, State of Washington:

A parcel in the East half Section 17, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington described as follows:

BEGINNING at the NE of a road centerline which bears South 17° 37' 28" East, 3078.35 feet from the Northeast corner of said Section 17;

THENCE North 03° 22' 03" East, 121.12 feet to a fence line;

THENCE South 03° 16' 37" East along said fence line, 274.35 feet;

THENCE South 05° 00' 03" East along said fence line, 430.16 feet to a 1/2" iron rod;

THENCE South 01° 23' 23" East, 859.07 feet to a 1/2" iron rod on the North right-of-way line of a road;

THENCE South 07° 40' 07" East along said right-of-way line, 246.00 feet;

THENCE South 02° 10' 03" East, 31.30 feet to the centerline of a road;

THENCE North 07° 42' 00" East along said centerline, 1031.10 feet to its intersection with the centerline of another road;

THENCE along the arc of a 200 foot radius curve to the right, (the incoming tangent of which is North 23° 11' 10" East) for an arc distance of 30.10 feet;

THENCE continuing along said centerline North 03° 22' 03" East, 297.21 feet to the POINT OF BEGINNING.

Containing 17.12 acres more or less.

TOGETHER WITH AND SUBJECT TO a 60 foot easement, 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" East (Washington Grid System, South

- a. Printed general exceptions appearing in said policy form;
b. 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
c. Any existing contract or contract 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 (3) shall be deemed defects in seller's title.

(one) 4030.75 feet from the Northeast corner of said Section 16;

THENCE North 40° 43' 00" West, 295.10 feet;

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

THENCE North 03° 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;

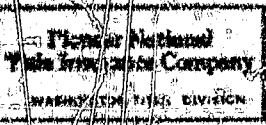
TOGETHER WITH AND SUBJECT TO a 50 foot easement, the centerline of which is the South line of the above described 17.12 acre parcel.

EXCEPT easements and restrictions of record.

- a. Printed general release appearing in said policy form;
- b. 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
- c. 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 heretofore 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:



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 3rd day of June, 1974,
 between WILLIAM PROKSEL & LUCILLE PROKSEL, husband and wife,
 herein (referred to as "seller," and DEAN E. PEET & MAYRA J. PEET, 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 SHAMANIA County, State of Washington

A parcel in the East Half Section 17, Township 1 North, Range 5 East, Willamette Meridian, Shamania County, Washington described as follows:

BEGINNING at the SE of a road centerline which bears South 17° 39' 20" West, 3475.58 feet from the Northeast corner of said Section 17;
 THENCE North 03° 22' 00" East, 621.01 feet to a fence line;
 THENCE South 03° 10' 00" West along said fence line, 276.03 feet;
 THENCE South 85° 50' 30" West along said fence line, 432.16 feet to a 1/2" iron rod;
 THENCE South 01° 25' 00" West, 939.07 feet to a 1/2" iron rod on the North right-of-way line of a road;
 THENCE South 67° 42' 00" West along said right-of-way line, 245.00 feet;
 THENCE South 02° 10' 00" East, 39.00 feet to the centerline of a road;
 THENCE North 87° 42' 00" East along said centerline, 1051.50 feet to its intersection with the centerline of another road;
 THENCE along the arc of a 200 feet radius curve to the right, (the incoming tangent of which is North 23° 11' 10" West) for an arc distance of 69.19 feet;
 THENCE continuing along said centerline North 03° 22' 00" West, 297.21 feet to the POINT OF BEGINNING.

Containing 17.12 acres more or less.

TOGETHER WITH AND SUBJECT TO a 60 foot easement, 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

- a. Printed (actual) exceptions appearing in said policy title;
- b. List of encumbrances which by the terms of this contract the purchaser is to assume; or to which the conveyance hereunder is to be made subject; and
- c. Any other contract or contracts under which seller is purchasing said real estate, and any mortgages or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (c) shall be deemed defects in seller's title.

THENCE 4030.75 feet from the Northwest corner of said Section 10;

THENCE North 40° 43' 00" West, 234.10 feet;

THENCE along the arc of a 200 foot radius curve to the right
for an arc distance of 130.31 feet;

THENCE North 03° 12' 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;

TOGETHER WITH AND SUBJECT TO a 60 foot easement, the centerline of which
is the South line of the above described 17.12 acre parcel.

EXCEPT easements and restrictions of record.

Unofficial
Copy

- a. Taxes, interest, assessments, and other charges on said property.
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the purchaser is to assume liability.
- c. Any other 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 (1) shall be deemed to be paid.

(6) If seller's title to said real estate is subject to an existing contract, or a contract, which entitles the purchaser to purchase the real estate, or any interest in the real estate, which seller is to pay, seller agrees to make such payment to the purchaser, and if the purchaser fails to make such payment, the purchaser shall have the right to make any payment necessary to protect his interest, and the purchaser shall be bound by the terms of the contract or contracts.

(7) The purchaser, upon receiving full payment of the purchase price and interest, is the owner of the real estate, and shall have the right to sell, lease, or otherwise dispose of the real estate, and shall be bound by the terms of the contract or contracts, and shall be bound by the terms of the contract or contracts, and shall be bound by the terms of the contract or contracts.

The terms and conditions of this contract are as follows: The purchase price is Sixteen thousand five hundred and no/100 \$16,500.00 Dollars, of which
Two thousand and no/100 \$2,000.00 Dollars have
 been paid, the receipt whereof is hereto acknowledged, and the balance of said purchase price shall be paid as follows:
One hundred sixty and no/100 \$160.00 Dollars,
 or more at purchaser's option, on or before the 20th day of June 1974
 and One hundred sixty and no/100 \$160.00 Dollars,
 or more at purchaser's option, on or before the 20th day of each succeeding calendar month until the balance of said
 purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price
 at the rate of eight per cent per annum from the 1st day of June 1974
 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 13060 S.W. Foothill Dr. Portland, Ore. 97225
 or at such other place as the seller may direct in writing.

Total balance shall be paid no later than June 1, 1982.

4811

No.
 TRANSACTION EXCISE TAX

JUN 17 1977
 Amount Paid 165.00 + 5.12

Skamania County Treasurer

By

As referred to in this contract, "date of closing" shall be June 1, 1974

(1) The purchaser agrees 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 third party agreements 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 by the actual cost 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 to policies, terms, amounts 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 in any way, or respect, the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any contract or agreement for alterations, improvements or repairs unless the contract or agreement 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 or destruction of any improvements now on said real estate or hereafter placed thereon, and of the building 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 in the rebuilding or restoration of any improvements damaged by said 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 insuring the purchaser to the full amount of said purchase price against loss of 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:

a. Fraudulent exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is in gross without said

c. Any other matters or interests under which either is purchasing said real estate, and any mortgages or other obligations, which 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 and 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 satisfactory warranty deed to said real estate, excepting any part thereof heretofore 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 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.

Dean E. Post (REAL)
William J. Prokssel (REAL)
William Prokssel (REAL)
Lucille Prokssel (REAL)

STATE OF WASHINGTON,

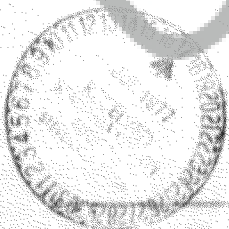
County of **Clark**

On this day personally appeared before me **William Prokssel & Lucille Prokssel**

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 of official this 4th day of June, 1974

John J. Kerstula
Notary Public in and for the State of Washington
residing at **Vancouver**



84260

REGISTERED
INDEXED
SERIALIZED
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON
COUNTY OF CLARK

THEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WILLIAM PROKSSSEL & LUCILLE PROKSSSEL FILED BY MEAN PROKSEL OR BY 5254 AND SA AT 11:52 a.m. 6-17-1974 WAS RECORDED IN BOOK 72 ON DEED AT PAGE 864 RECORDS OF CLARK COUNTY, WASH.

E. J. ...
CLERK

The terms and conditions of this contract are as follows: The purchase price is Sixteen thousand five hundred
 \$16,500.00 (16,500.00) Dollars, of which
 \$2,000.00 (2,000.00) Dollars have
 been paid in cash and no/100—
 The receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
 One hundred sixty and no/100— (\$160.00) Dollars,
 or more at purchaser's option, on or before the 20th. day of June, 1974,
 and One hundred sixty and no/100— (\$160.00) Dollars,
 or more at purchaser's option, on or before the 20th. day of each succeeding calendar 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 eight per cent per annum from the 1st. day of June, 1974,
 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 13060 S.W. Foothill Dr. Portland, Ore. 97225
 or at such other place as the seller may direct in writing.

Total balance shall be paid no later than June 1, 1982.

4811

No. _____
 TRANSACTION EXCISE TAX

JUN 17 1977

Amount Paid: 165.00 + 5.72

Skamania County Treasurer

By: [Signature] & [Signature]

As referred to in this contract, "date of closing" shall be June 1, 1974

(1) The purchaser assumes and agrees to pay by a 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, water, sewer,
 contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any later encumbrances 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 to be named in the policy, 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
 liable in any way for the condition of any improvements thereon nor shall the purchaser or buyer or the assignor of either be held to
 any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement filed 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 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
 shall be paid to the seller and applied as payment on the purchase price. In the event of such condemnation award to the rebuilding or restora-
 tion of any improvements damaged by such taking, in case of such damage or destruction from a peril insured against, the proceeds of such
 insurance shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser shall provide 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 _____ days of the date of closing, a purchaser's policy on title insurance to
 standard form, or a contract thereon, issued by _____ (Seller's Name), 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 except from the following:

None of general exceptions covering to said policy herein.
 A. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder
 is made subject to such liens or encumbrances.
 B. Any existing judgments or judgments against which either is purchasing said real estate, and any mortgage or other obligation, which
 shall be discharged within a reasonable time of closing of this purchase (15) shall be deemed debts 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 obligated to make payments in accordance with the terms thereof, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and if payments so made shall upon default, the purchaser shall have the right to make any payments necessary to remove the default, and if 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 modified, to execute and deliver to purchaser a warranty deed to said real estate, conveying any part thereof hereunder 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 hereunder. The purchaser covenants to keep in buildings and other improvements on said real estate in good repair and not to permit waste and not to allow 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 in, or 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, at 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 Prokowl (S44)
Lucille Prokowl (S44)
William Prokowl (S44)
Lucille Prokowl (S44)

STATE OF WASHINGTON.

County of Clark

On this day personally appeared before me William Prokowl & Lucille Prokowl
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

4th.

day of June, 1974

John G. Kieselstein
Notary Public and for the State of Washington

Residing at Vancouver



84260

REGISTERED	6
INDEXED	DN
IN CHARGE	6
RECORDED	
COMPAID	
MAILED	

STATE OF WASHINGTON	
COUNTY OF SKANAWHA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OR RECORD, FILED BY	
<i>Myra Page</i>	
OF <i>5175 1st St</i>	
AT <i>11:15 A.M.</i> <i>6-17-74</i>	
WAS RECORDED IN BOOK <i>72</i>	
OF <i>Recd.</i> AT DATE <i>6/17</i>	
RECORDS OF DEEDS, PLATS, ETC.	
<i>John G. Kieselstein</i>	
NOTARY PUBLIC	