

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 improvements 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 EC of a road centerline which bears South 17° 53' 28" West, 3025.56 feet from the Northeast corner of said Section 17;

THENCE North 05° 22' 03" East, 128.12 feet to a fence line;

THENCE South 03° 16' 12" West along said fence line, 273.35 feet;

THENCE South 05° 53' 00" West along said fence line, 430.16 feet to a 1/2" iron rod;

THENCE South 01° 23' 23" West, 568.57 feet to a 1/2" iron rod on the North right-of-way line of a road;

THENCE South 07° 43' 00" East along said right-of-way line, 245.00 feet;

THENCE South 02° 10' 03" East, 30.00 feet to the centerline of a road;

THENCE North 07° 42' 00" East along said centerline, 1031.00 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" West) for an arc distance of 20.10 feet;

THENCE continuing along said centerline North 03° 22' 03" 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 Grid System, South

- 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 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.

line) 4330.75 feet from the Northwest 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 front line of the above described 17.12 acre parcel...
EXCEPT easements and restrictions of record.

Unofficial
COPY

- a. Printed general statement concerning the title to real estate;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance herein makes it to be made subject; and
- c. Any existing contracts 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 (3) 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 payment 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:

Floridan Mortgag
Title Insurance Company

WENatchee 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 DERRYL 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 appurtenances, in SHAMANIA County, State of Washington:

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

BEGINNING at the SE of a road centerline which bears South 17° 39' 20" West, 5475.35 feet from the Northeast corner of said Section 17;

THENCE North 23° 22' 00" West, 621.82 feet to a fence line;

THENCE South 06° 18' 19" West along said fence line, 276.85 feet;

THENCE South 85° 53' 30" West along said fence line, 439.16 feet to a 1/2" iron rod;

THENCE South 01° 29' 06" West, 238.97 feet to a 1/2" iron rod on the North right-of-way line of a road;

THENCE South 87° 42' 13" 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 07° 42' 00" East along said centerline, 1051.56 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' 13" 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.

Maintaining 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 State System, South

- a. Limited general exceptions appearing in said policy title;
- 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 held subject; and
- c. Any existing contract or contract under which seller is purchasing said real estate, and any mortgage or other obligation, which either by this contract agrees to pay, pays of which for the purpose of this paragraph (c) shall be deemed defects in seller's title.

THENCE North 72° 25' East, 4030.75 feet from the Northwest corner of said section line
THE N.E. North 40° 43' 10" West, 235.10 feet;
THENCE along the arc of a 100 foot radius curve to the right
for an arc distance of 130.31 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 10 a 50 foot easement, the center line of which
is the South line of the above described 17.12 acre parcel.
EXCEPT easements and restrictions of record.

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or
is to be a sole subject; and
c. Any existing contract or contracts under which seller is purchasing said real estate, and any condition or other obligation, which
seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be a sole subject.

(4) If neither the City nor State is subject to no such other contract or agreement, which would render it impossible for the City to make payment to the State, the State shall have the right to demand payment to it from the City, and the City shall be obliged to pay the State the amount falling due the State under this agreement.

The terms and conditions of the contract are as follows: The purchase price is **one hundred thousand five hundred and no/100** \$16,500.00 Dollars, of which **Two thousand and no/100** \$2000.00 Dollars have been paid, 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 successive 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** percent per annum from the **1st**, day of **June**, 1974, which interest shall be deducted from each installment payment and the balance of such amount 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.

4511

No. **TRANSACTION EXCISE TAX**

JUN 17 1977 *Book 51*Amount Paid *\$16,500.00 + 512*

Shasta County Treasurer

By *[Signature]*

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

(1) The purchaser agrees to pay before closing/petty all taxes and assessments that may be levied against the property hereinabove described as real estate, and if by the terms of this contract, the purchaser becomes the record owner of any mortgage, contract or other encumbrance, or has assumed, payment of or agreed to purchase unpaid the city, town or association now or then in existence, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is paid in full, to keep the premises now and hereafter placed on said real estate leased to the actual and/or other persons or damage to the property, in a condition acceptable to the seller and for the seller's benefit, as he [she] sees fit, and to pay all expenses therefor and to defend all persons and removals thereof to the seller.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to answer regarding the condition of any improvements therein nor shall the purchaser or seller or the agents of either be held to any contract or agreement of alterations, improvements or repairs unless the instrument or agreement relating thereto is contained herein or is in writing and attached to or forms a part of the contract.

(4) The purchaser assumes all hazards of damage or destruction of any improvements now on said real estate or heretofore placed thereon, and in the event 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 the portion of such condemnation award to the rebuilding or restoration of any improvements damaged or so taken. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of reasonable expense of procuring the same shall be diverted to the restoration or rebuilding of such improvements within a reasonable time, where purchaser wants that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has enclosed, or agrees to deliver within 15 days of the date of closing, a policy of title insurance in standard form, or a commitment therefore, issued by **First American 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 premium thereon, for the following:

a. Standard coverage extensions appearing in said policy form;

b. Loss or damage resulting which by the terms of this contract the purchaser is to assume, or as to which he conveys hereinunder by the terms of this contract;

c. Loss or damage resulting from any encumbrance, title or other defect in purchaser's title and assets, and any encumbrance or other obligation, which by the terms of this contract the purchaser is to assume, except in the purpose of this paragraph (c) shall be deemed defects in seller's title.

The terms and conditions of this contract are as follows: The purchase price is Sixteen thousand five hundred
 and 00/100 (\$16,500.00) Dollars, of which
 One thousand and no/100 (\$1,000.00) Dollars have
 been paid, 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 1977.
 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 1977.
 which interest shall be deducted from such instalment payments 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. 1
TRANSACTION EXCISE TAX

JUN 1 7 1977

Amount Paid \$16,500 + 5177

Klamath County Treasurer
 1/1/77 ready to accept by
 [Signature]

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

(1) The purchaser agrees and agrees to pay by, or delinquency all taxes and assessments that may now be between grantor and grantee
 taxes or leases, when on real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage,
 bond or other indebtedness, or has assumed payment of or agreed to purchase subject to any taxes or assessments now or hereafter placed on said
 real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until his purchase price is paid in full, to keep the buildings now and hereafter placed on said real estate
 in good condition and in a condition acceptable to the seller and for the seller to have the right to inspect the same at any time
 during the period of his ownership, and to pay all expenses therefore and to deliver all receipts and renewals thereof to
 the seller's benefit, so long as he shall appear, and to pay all expenses thereafter and to deliver all receipts and renewals thereof to
 the seller's benefit.

(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 pay, "and agrees," the removal of any improvements thereon nor shall the purchaser or owner of the assets of either be held to
 pay, costs, or expenses of removing, or the alterations, improvements, or repairs unless the covenant or agreement relied on is contained herein or is
 in writing, and he does not make a part of this contract.

(4) The purchaser assumes all hazards of damage, destruction, or loss by fire, lightning, or any other cause, to the buildings now on said real estate or hereafter placed
 thereon, and of the taking of said real estate or any part thereof by the public or private sale, or by condemnation, or by any other cause, and agrees that no such damages, destruction or taking shall
 constitute a failure of consideration. In case any part of such buildings or structures is taken by the public or private sale, or by condemnation, or by
 any other cause, the seller agrees to allow the purchaser to deduct the amount of reasonable expenses of procuring
 new accommodations, the seller elects to allow the purchaser to deduct the amount of reasonable expenses of procuring
 new accommodations, damaged by such taking, in case
 insurance premiums, or payment of the reasonable expenses
 insurance premiums, or reasonable dues, unless purchased
 premium or dues.

(5) The seller has delivered, or agrees to deliver within 10 days of the date of closing, a purchaser's policy of title insurance in
 standard form, or a nonassurance otherwise, issued by [Redacted] Title Insurance Company, covering the purchaser to the full amount of
 said purchase price against loss or damage by reason of defect in either's title to said real estate, as of the date of closing and containing no
 other exclusions than the following:

(6) All general covenants contained in said grant Deed.
 (7) All covenants which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder
 creates no liability, and
 (8) All covenants which the seller is to assume, or which is to be performed and paid, and any successor or other obligation, which
 is to be assumed by the seller, or which is to be assumed by the purchaser, or which is to be assumed by either in the exercise of this paragraph (8), shall be deemed deleted in seller's title
 insurance policy.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is liable upon demand, the purchaser shall have the right to make such payments in accordance with the terms of such contract or contracts, and the payments so made shall be applied to the payments next falling due on the date under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to remove and deliver to purchaser a statutory warranty deed to said real estate, conveying the same free from all liens, taxes, assessments, claims, charges, encumbrances except any taxes now or hereafter due, 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 as of date of closing and to retain possession so long as purchaser is not in default in payment. 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 it for any illegal purpose. The purchase covenants to pay all service, installation, or construction charges for water, power, 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 for or to maintain the same, as herein required, the seller may under 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 to seller 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 provided, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon so doing, 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. After service upon purchaser's election to bring suit to enforce any covenant of this contract, including suit to recover any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection therewith and 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 if 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:

George P. Prokosh
Mildred J. Prokosh
William Prokosh & Lucille Prokosh
John J. Kinsella
Lucille Prokosh

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me William Prokosh & Lucille Prokosh 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 done for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

4th day of June, 1974.

John J. Kinsella
Secretary of State for the State of Washington

Seal of the State of Washington
Vancouver

84260

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WHICH IS FILED BY

Dearie Logue

ON 2nd day of July, 1974

AT Seattle, WA 98101

WAS RECEIVED BY RCB

ON 2nd day of July, 1974 at Seattle, WA

RECORDS OF SEATTLE CITY HALL

John J. Kinsella

RECORDED ON 2nd day of July, 1974

John J. Kinsella

RECORDED ON 2nd day of July, 1974

John J. Kinsella

REGISTERED
INDEXED
SERIALIZED
RECORDED
COMPUTED
MAILED