

SAI 69

**REAL ESTATE CONTRACT**

THIS CONTRACT, made and entered into this 15 day of May, 1977

between William Proksel &amp; Luville Proksel, husband &amp; wife

hereinafter called the "Seller" and Vickey Lynn Drake &amp; Christine R. Drake, husband &amp; wife

hereinafter called the "purchaser."

"IT IS AGREED: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, to-wit:

**THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY,  
STATE OF WASHINGTON, TO-WIT:**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SOUTH 81° 26' 00" WEST, 3407.13 FEET FROM A CONCRETE MONUMENT AT THE NORTH QUARTER CORNER OF SAID SECTION 17, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF THE "PEET" TRACT, AS SHOWN ON RECORDED SURVEY IN VOLUME 1 AT PAGE 16: THENCE NORTH 86° 18' 00" EAST ALONG THE SOUTH LINE OF SAID "PEET" TRACT, 655.72 FEET; THENCE NORTH 81° 18' 00" WEST, 60.09 FEET; THENCE NORTH 87° 42' 00" EAST, 50.24 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH 02° 18' 00" WEST, 780 FEET MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY #14; THENCE WESTERLY ALONG SAID NORTH LINE, 880 FEET MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 17: THENCE NORTH 81° 26' 00" EAST ALONG SAID WEST LINE 505 FEET MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT RIGHT OF WAY FOR BILL CENTER ROAD, AS CONVEYED TO SKAMANIA COUNTY BY DEED DATED JUNE 10, 1973, AND RECORDED JUNE 21, 1973, IN BOOK 65 OF DEEDS AT PAGE 374, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

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' 30" WEST, 4030.75 FEET FROM AN IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 17: THENCE NORTH 40° 43' 00" WEST, 296.12 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 51.17 FEET; THENCE SOUTH 17° 42' 00" WEST, 1051.85 FEET TO THE TERMINUS OF SAID EASEMENT CENTERLINE.

Legal Attached

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 Twenty seven hundred and no/100- (\$ 2,700.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: One hundred fifty and no/100- (\$ 150.00 ) Dollars, or more at purchaser's option, on or before the 15<sup>th</sup> day of June , 19 77 , and One hundred fifty and no/100- (\$ 150.00 ) Dollars, or more at purchaser's option, on or before the 15<sup>th</sup> 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 8 per cent per annum from the 15<sup>th</sup> day of May , 19 77 , 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 4005 S.W. 195th, Aloha, Oregon 97006 or at such other place as the seller may direct in writing. 4080 ELMRAN DR. - WEST Linn, OR 97068 Purchaser agrees to pay any remaining balance on or before May 15, 1985.

Subject to existing Contracts of record.

4816

No.

## TRANSACTION EXCISE TAX

JUN 20 1977

Amount Paid... \$165.00

Skamania County Treasurer  
By: [Signature]

As referred to in this contract, "date of closing" shall be May 15, 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 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 taxes or assessments now or hereafter become 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 his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereto to the seller.

(3) The purchaser agrees that all inspection of said 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 thereon, or 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 referred to is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazard 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 payment on the purchase price hereunder unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or 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 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 Fidelity National 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 other than the following:

- 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;
- c. Any existing covenants or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, basis of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If either's title to said real estate is subject to an existing contract or otherwise under a note or mortgage or other obligation, which seller is to pay, either agrees to make such payment upon default, the purchaser shall have the right to make all payments necessary to remove the same, and then apply the amount so paid to the purchase price.

(7) The seller agrees upon receiving full payment of the purchase price and interest in the above to purchase a statutory warranty, FIFTEEN months deed to said real estate for public use, free of encumbrances, except any that may attach after date of closing through subject to the following: Note.

(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 purchased 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, insulation or construction charges for water, sewer, electricity, gas, telephone, 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, such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 12% per annum from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any rights he may have by reason of such default.

(10) This is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein specified, 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 the 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 purchased real estate by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to him.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any amount due 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above:

*William Proksel*  
Specially for the  
X *Lucille Proksel*

STATE OF WASHINGTON,

County of Clark

{ ss.

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 did, for the reasons herein mentioned.

GIVEN under my hand and official seal this

15, day of May, 1977

*Notary Public in and for the State of Washington*

residing at Vancouver, Washington

849369



PIONEER NATIONAL  
TITLE INSURANCE

ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Hedrick Realty  
12372 N. 16th St.  
Vancouver, Washington 98662

STATE-SPECIFIED FORM NO. 1000 COUNTY OF SKAMANIA, WASHINGTON	
I HEREBY CERTIFY THAT THE WITNESS INSTRUMENT OF WRITING, FILED BY <i>Lucille Proksel</i> OF <u>Three</u> <u>Sec.</u> AT <u>9:07 A.M.</u> <u>6-20-77</u>	
WAS RECORDED IN BOOK <u>72</u> OF <u>1600A</u> AT PAGE <u>112</u> RECORDS OF SKAMANIA COUNTY, WASHINGTON <i>APR 1977</i> COUNTY AUDITOR	
RECORDED INDEXED SEARCHED COPIED FILED	

REGISTERED
INDEXED
SEARCHED
COPIED
FILED