

84268

First National Title Insurance Company

Seattle, Wash. 98101

Capital and Surplus \$1,000,000.00

BOOK 72 PAGE 372

A-1000

## REAL ESTATE CONTRACT

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

Between William Proksel &amp; Lucille Proksel, husband &amp; wife

hereinafter called the "seller," and Mackey Lynn Drake &amp; Christine R. Drake, husband &amp; 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, to-wit: In approximately, in Skamania County, State of Washington:

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  $81^{\circ} 26' 00''$  WEST, 3407.13 FEET FROM A CONCRETE MONUMENT AT THE NORTH QUARTER CORNER OF SAID SECTION 17, SAID POINT, 0" BEGINNING BEING THE SOUTHWEST CORNER OF THE "PEET" TRACT, AS SHOWN ON RECORDED SURVEY IN VOLUME 1 AT PAGE 16; THENCE NORTH  $86^{\circ} 18' 30''$  EAST ALONG THE SOUTH LINE OF SAID "PEET" TRACT, 655.72 FEET; THENCE NORTH  $02^{\circ} 18' 00''$  WEST, 60.09 FEET; THENCE NORTH  $87^{\circ} 42' 00''$  EAST, 96.20 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH  $02^{\circ} 18' 00''$  EAST, 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  $01^{\circ} 26' 00''$  EAST ALONG SAID WEST LINE 505 FEET MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT RIGHT OF WAY FOR BELL CENTER ROAD, AS CONVEYED TO SKAMANIA COUNTY BY DEED DATED JUNE 20, 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  $11^{\circ} 22' 50''$  WEST, 4030.75 FEET FROM AN IRON PIPE AT THE NORTH-EAST CORNER OF SAID SECTION 17; THENCE NORTH  $40^{\circ} 45' 00''$  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  $07^{\circ} 42' 00''$  WEST, 1051.85 FEET TO THE TERMINUS OF SAID EASEMENT CENTERLINE.

Legal Attached;

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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 15th day of June, and One hundred fifty and no/100----- (\$ 150.00 ) Dollars, or more at purchaser's option, on or before the 15th 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 15th day of May, 1977, 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. 4580 ELMORAN DR. - WEST LANE, OR 97068

Purchaser agrees to pay any remaining balance on or before May 15, 1985.

Subject to existing Contracts of record.

No. 4816  
TRANSACTION EXCISE TAX  
JUN 20 1977  
Amount Paid \$165.00

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 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 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 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 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 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 herein 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:

- 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 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 a seller is obligated to make any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in a timely manner. If the seller fails to make such payments, the purchaser shall have the right to make any payments necessary to preserve the title, and any such payments shall be applied to the payments now being due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the amount of the purchase price, to deliver to purchaser a statutory warranty. Fullfillment deed in said real estate, including any and all improvements, shall be subject to the following: None.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the building and sewer systems 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 purpose. The purchaser covenants to pay all sewer, installation or construction charges for water, sewer, electricity, gas, and other 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, at such payment if effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other rights 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 any provision of this 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 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 to waive 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 shall 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 payments due hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit. Such 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 the seller shall enter, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and 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*  
*Lucille Proksel*  
*Notary Public*

STATE OF WASHINGTON,

County of Clark

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

to me known to be the individuals 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 purposes therein mentioned.

GIVEN under my hand and official seal this 15, day of May, 1977

*Notary Public*  
Notary Public in and for the State of Washington  
residing at Vancouver, Washington



84269



PIONEER NATIONAL  
TITLE INSURANCE

ATLANTIC COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

*Midlucky Realty*  
7232 N. 26th St.  
Vancouver, Washington 98662

STATE OF WASHINGTON  
COUNTY OF SHERMAN  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY  
*Midlucky Realty*  
OF *Midlucky Realty*  
AT 9:07 A.M. 6-20-77  
WAS RECORDED IN BOOK 72  
OF 1122 AT PAGE 522  
RECORDS OF SHERMAN COUNTY, WASH.  
COUNTY CLERK  
BY *E. J. [Signature]*

REGISTERED  
INDEXED  
RECORDED  
COMPILED  
MAILED