

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 78 PAGE 273

SANEDO

84578

**1-5-17-100
5K-10410**

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

between **WILLIAM PROKSEL and LUCILLE PROKSEL, husband and wife.**

hereinafter called the "seller" and

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

PROPERTY WITH THE APPURTENANCES, 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, WASH-
TON DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT ON THE CENTERLINE OF STATE HIGHWAY 14, WHICH BEARS SOUTH 11° 22' 50" WEST, 4030.75 FEET FROM AN IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 40° 43' 00" WEST ALONG THE CENTERLINE OF A 60.0 FOOT EASEMENT 296.12 FEET; THENCE FOLLOWING SAID CENTERLINE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 61.17 FEET TO THE INTERSECTION OF A 60.00 FOOT EASEMENT; THENCE SOUTH 87° 42' 00" WEST ALONG THE CENTERLINE OF A 60.0 FOOT EASEMENT 806.85 FEET; THENCE LEAVING SAID CENTERLINE NORTH 02° 18' 00" WEST 30.0 FEET TO THE SOUTHEAST CORNER OF THE "PEET" TRACT AS SHOWN ON RECORDED SURVEY IN VOLUME 1 AT PAGE 15; THENCE SOUTH 87° 42' 00" WEST ALONG THE SOUTH LINE OF SAID "PEET" TRACT, 148.74 FEET; THENCE LEAVING SAID SOUTH LINE SOUTH 02° 18' 00" EAST 832 FEET MORE OR LESS, TO THE CENTERLINE OF STATE HIGHWAY 14; THENCE EASTERLY AND NORtherly ALONG SAID CENTERLINE, 1320 FEET MORE OR LESS TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION LYING SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 14;

EXCEPT EASEMENTS AND RESTRICTIONS OF RECORD.

TOGETHER WITH AND SUBJECT TO A 60.00 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 BEARS SOUTH 11° 22' 00" 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 61.17 FEET; THENCE SOUTH 87° 42' 00" WEST 806.85 FEET TO THE TERMINUS OF SAID EASEMENT CENTERLINE.



See Attached Legal Description.

BOOK 73 PAGE 204

SUBJECT TO: Easements of record; Contract of Sale, dated June 15, 1967, recorded under Auditor's File No. 73612, assigned by instrument recorded under Auditor's File No. 74967; Deed from the State of Washington, vestees hold title to the said real property subject to reservation of oil, gases, coal, ores, minerals and fossils as therein set forth and subject to reservations of rights of way for the removal of timber, minerals, sand and gravel pursuant to R.C.W. 79.12.410, 79.36.010 and 79.36.240, said reservations being enforceable by the State of Washington on payment of reasonable compensation therefor.

The terms and conditions of this contract are as follows: The purchase price is EIGHTEEN THOUSAND FIVE HUNDRED AND no/100ths

THREE THOUSAND SEVEN HUNDRED AND NO/100ths-----IS 18,500.00 1 Dollars, of which
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED THIRTEEN AND 01/100-----IS 313.01 1 Dollars,

or more at purchaser's option, on or before the 5th day of September 1977

and TWO HUNDRED THIRTEEN AND 01/100-----IS 213.01 1 Dollars,

or more at purchaser's option, on or before the 5th 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 8-1/2% per cent per annum from the 5th day of August 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 or such other place as the seller may direct in writing.

IT IS A CONDITION OF THIS AGREEMENT THAT THE PURCHASER AGREES TO PAY TAXES AND INSURANCE AS THEY BECOME DUE.

No. 4513
TRANSACTION EXCISE TAX

JULY 9 - 1977

Amount Paid \$155.00

Skagit County Treasurer

By _____

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

(1) The purchaser assumes, and agrees, to pay before delinquency all taxes and assessments that may as hereinafter created and granted hereto become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any taxes, contractor's or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now, or in the future, real estate, the purchaser agrees to pay the same bimonthly.

(2) The purchaser agrees until the purchase price is fully paid, to keep the buildings, new and hereafter placed on said real estate inured to the actual cash value thereof against loss or damage by fire, life and health insurance in a company acceptable to the seller and for the entire term, in his/her may take, by 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 buyer shall be held to any covenant respecting the condition of any improvements thereto, nor shall the purchaser or seller or the assignee either be held to any easement or agreement for alterations, improvements or repairs unless that covenant or agreement relating can be contained herein, or in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage 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 default of cancellation. 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 his/her assigns as payment for the purchase price herein unless that seller elects to allow the purchaser to pay all or a portion of such condemnation award in 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 to a reasonable limit, 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 10 days of the date of closing, a purchaser's policy of life insurance in standard form, or a commitment thereto, issued by S.A.R.C. Insurance Company, insuring the purchaser to the full amount of said purchase price against loss of damage by reason of death in seller's title to said real estate as of the date of closing and containing no exception other than the following:

a. Unlived general exceptions appearing in said policy form;
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, in so far as they affect or interfere with the title subject to this contract;

c. Any existing contract or contracts under which seller is purchasing and real estate, at any end stage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (b) shall be deemed defects in seller's title.

d. Seller's title to said real estate subject to an existing contract or contracts under which seller is purchasing said real estate, or any other type or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof and upon demand, the purchaser shall have the right to make any payments necessary to remove the defect, or any payment so made shall be applied to the payments next falling due under the contract.

REAL ESTATE CONTRACT
(FORM A-196)

BOOK 1 PAGE 1

THIS CONTRACT was made and entered into this 4th day of August, 1977

BETWEEN WILLIAM NYKESL and LUCILLE BROKSEL, husband and wife

hereinafter called the "Seller," and VERNON G. FARLAND and CAROLE A. FARLAND, husband and wife,

hereinafter called the "Buyer."

IN WITNESS WHEREOF, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller the following described property and its appurtenances, in

SKAMANIA

County, State of Washington:

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

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

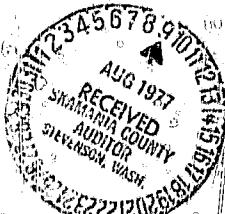
BEGINNING AT A POINT IN THE CENTERLINE OF STATE HIGHWAY 14, WHICH BEARS SOUTH 11° 22' 50" WEST, 4030.75 FEET FROM AN IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 40° 43' 00" WEST ALONG THE CENTERLINE OF A 60.0 FOOT EASEMENT 296.12 FEET; THENCE FOLLOWING SAID CENTERLINE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 61.17 FEET TO THE INTERSECTION OF A 60.0 FOOT EASEMENT; THENCE SOUTH 87° 42' 00" WEST ALONG THE CENTERLINE OF A 60.0 FOOT EASEMENT 806.85 FEET; THENCE LEAVING SAID CENTERLINE NORTH 02° 18' 00" WEST 1.0 FEET TO THE SOUTHEAST CORNER OF THE "PEET" TRACT AS SHOWN ON RECORDED SURVEY IN VOLUME 1 AT PAGE 16; THENCE SOUTH 87° 42' 00" WEST ALONG THE SOUTH LINE OF SAID "PEET" TRACT, 148.74 FEET; THENCE LEAVING SAID SOUTH LINE SOUTH 02° 18' 00" EAST 332 FEET MORE OR LESS, TO THE CENTERLINE OF STATE HIGHWAY 14; THENCE EASTERLY AND NORtherly along said centerline, 1320 FEET MORE OR LESS TO THE POINT OF BEGINNING;

EXCEPT AND PORTION LYING SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 14;

EXCEPT EASEMENTS AND RESTRICTIONS OF RECORD;

TOGETHER WITH AND SUBJECT TO A 60.00 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 BEARS SOUTH 11° 22' 50" 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 61.17 FEET; THENCE SOUTH 87° 42' 00" WEST 806.85 FEET TO THE TERMINUS OF SAID EASEMENT CENTERLINE.



See Attached Legal Description.

SEARCHED *SEARCH* INDEXED 204

SUBJECT TO: easements of record; Contract of Sale, dated June 16, 1967, recorded under Auditor's File No. 73612, assigned by instrument recorded under Auditor's File No. 74967; Deed from the State of Washington, United States, holding title to the said real property subject to reservation of oil, gases, coal, ores, minerals and fossils as therein set forth and subject to reservations of rights of way for the removal of timber, mineral, sand and gravel pursuant to R.C.O. 79.12.410, 79.36.010, and 79.36.240, said reservations being enforceable by the State of Washington on payment of reasonable compensation therefor.

The terms and conditions of this contract are as follows: The purchase price is EIGHTEEN THOUSAND FIVE HUNDRED AND no/100ths

IS 18,500.00) Dollars, of which

THREE THOUSAND SEVEN HUNDRED AND NO/100ths-----IS 3,700.00) Dollars here
Deducted, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED THIRTEEN AND 01/100-----IS 213.01) Dollars,

or in two (2) installments, or at the 3rd day of September 1977
and TWO HUNDRED THIRTEEN AND 01/100-----IS 213.01) Dollars,

or in two (2) installments, or before the 5th 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 8-1/2% per cent per annum from the 5th day of August 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 or at such other place as the seller may direct in writing.

IT IS A CONDITION OF THIS AGREEMENT THAT THE PURCHASER AGREES TO PAY TAXES AND INSURANCE AS THEY BECOME DUE.

No. 4373
TRANSACTION NUMBER 747

AUG 9 1977

Amount paid

Skamania County Treasurer

As referred to in this contract, date of closing shall be August 5, 1977

(1) The purchaser assumes and agrees to pay before delination 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 interest, contract or other debt, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter to be levied on said real estate, this agreement to pay the same before delination.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured at the actual cash value thereof against fire or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, or his interest may appear, and to pay all premiums thereon and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate shall be made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon or shall any purchaser or seller or the assigns of either be held to any covenant, agreement, stipulation or report unless the covenant, agreement, stipulation or report is contained herein or 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 built upon said real estate or thereafter placed thereon, cause of cancellation. In case any part of said real estate is taken for public use and/or deemed that such damage, cancellation or condemnation, or any part of it, is due to the acts of God, the seller shall be entitled to a payment of reasonable expenses of procuring the same shall be paid to the seller and capitalized as payment of the purchase price notwithstanding that either elects to allow the purchaser to apply after a period of such indemnification paid to the returning or restoring of any improvements damaged by such cause. In case of damage or destruction of any part of the property, the seller shall be entitled to the proceeds of any insurance or other reasonable expense of procuring the same shall be added to the cancellation or condemnation of such improvements and a reasonable time allowing purchaser to collect and remove same shall be paid to the seller for application of the same price hereof.

(5) The seller has delivered, or agrees to deliver within 10 days of closing, a purchaser's policy of auto liability insurance, or personal injury protection, or a combination thereof, issued by SAFECO Life Insurance Company, insuring the purchaser to be full and uncomplicated title to said real estate of the date of closing and containing no exception other than the following:

a. Property damage liability amounting to \$10,000.00;

b. Liens of encumbrances which the terms of this contract the purchaser is to assume, in as to which the conveyance hereunder is to be made subject, and

c. Any existing debt or credit holder, including but not limited to, and only those general or other obligations which either by the contract agrees to pay, stand owing to the parties of this transaction, which is described in fact to seller's knowledge.

(6) If seller fails to record a quitclaim deed in his name on or before the date of closing, he shall be liable to the purchaser for any expenses or other obligation which seller is to have incurred to make such payment in as to which the conveyance is to be made subject to the date of closing, the amount necessary to remove the default and any expenses to him or to the seller or to the purchaser necessary to do the same under this contract.

(1) The right to collect upon amounts due the State of Washington by oil companies in respect of the rental and production of oil and gas from lands owned by the State of Washington, and the right to receive and collect such amounts due the State of Washington by oil companies in respect of the rental and production of oil and gas from lands owned by the State of Washington.

(b) Unless a different rate is provided for herein, the purchaser shall be entitled to payment of taxes on state and local real estate so long as purchased or to return to state and not to use, or permit the use of, the same to the state or to any county or city or town or other political subdivision of the state, or to pay all costs, installation or construction charges for water, sewer, electricity, lighting or other utility services or to receive a credit against the real estate tax of the state purchaser is entitled to possession.

(19) In case the purchaser fails to make any payment herein provided for or terminates his insurance of horse payment or effects such insurance, and any amounts to be paid by the seller, together with interest at the rate of payment until repaid, shall be repayable by seller, for on seller's demand, all without prejudice to any claim which the seller may have against the buyer.

140 Time is of no essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any agreement herein or to make any payment required of him under or by virtue of the same and in the manner therein required, the seller may declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser towards the improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to take and to prosecute for the full amount 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 hereunder by United States Mail, postage pre-paid, return receipt required, directed to the purchaser to his address last known to him.

114. Upon seller's election to bring suit to enforce any agreement of this contract, including suit to collect any payment received by the purchaser, agree to pay a reasonable sum, as attorney's fees, and all costs and expenses in connection with such suit, which may be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the determination of the purchaser's rights hereunder, and judgment is given in favor of the purchaser, he shall be entitled to recover from the seller a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and the cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in the amount or debt entered in such suit.

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

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Lucelite® Prokæll

Vinton C. Foxland

Carole A. Farland
Rocky Mountain Research

STATE OF WASHINGTON.

County of Clark

On this day personally appeared before me William Frokes & Juvelle Frokes
to me known to be the individuals described in and who executed the within foregoing instrument, and acknowledged that
they signed the same as their true and voluntary act.

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

August, 1917

Karen A. Eller

Digitized by srujanika@gmail.com

free and voluntary associations

SARCO TITLE INSURANCE COMPANY

INTERIOR
WILSON CREEK
INDIAN
TERRITORY
CAMP

THIS CHARGE IS FOR THE CONDEMNATION OF
THE PROPERTY OF THE STATE.

FACTORY STATEMENT THAT THE VEHICLE