



84578

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 78 PAGE 273

1-S-17-100
SK-10-100

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

between WILLIAM PROXSEL and LUCEILLE PROXSEL, husband and wife
hereafter called the "seller," and VERNON C. FARLAND and CAROLE A. FARLAND, 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
land 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, WELLAHETTE MERIDIAN, SKAMANIA COUNTY, WASHING-
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' 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.

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, vestes hold title to the said real property subject to reservation of oil, gas, 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 K.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 Dollars, of which

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: 5,700.00 Dollars have

TWO HUNDRED THIRTEEN AND 01/100 is 213.01 Dollars,

or more at purchaser's option, on or before the 5th day of September 19 77

and TWO HUNDRED THIRTEEN AND 01/100 is 213.01 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 has been fully paid. The purchaser further agrees to pay interest on the remaining balance of said purchase price at the

rate of 8-1/2 per cent per annum from the 5th day of August 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 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. 45173
TRANSACTION EXCISE TAX
AUG 9 - 1977
Amount Paid 18500
Spokane County Treasurer

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

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied against and payable by the seller 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 then on said real estate, the purchaser agrees to pay the same before closing.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building, new 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 contract acceptable to the seller and for the seller's benefit, as his interest may appear, 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 the purchaser shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or his assignee or agent be held to any actual or apparent defects, improvements or repairs unless the covenant or agreement relating to is contained hereby or as 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 breach 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 proceeding the same shall be paid to the seller and applied as payment on the purchase price herein unless that 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 covering for payment of the reasonable expense of proceeding 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 10 days of the date of closing, a purchaser's policy of fire insurance in standard form, not a commercial form, issued by SAFE Insurance Company, 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. 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 to which no covenant hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which is not by this contract agreed to pay, none of which for the purpose of this paragraph (5) shall be deemed a defect 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 (or accede thereto) with the terms thereof set upon demand, the purchaser shall have the right to make any payments necessary to remove the default, or any payment so made shall be applied to the payments next falling due the seller under the contract.

17. The seller agrees, upon receiving full payment of the purchase price and interest in the premises above stated, to execute and deliver to the purchaser a state warranty deed in full title.

Deed to said real estate, according to the terms hereof, taken in public sale, free of encumbrances except any that may attach after date of closing the said real estate, and subject to the following Easements of Record:

Deed from the State of Washington, vests title to the said real property subject to reservation of oil, gases, &c., 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. 79.12.440, 79.36.010, and 79.76.240, said reservations being enforceable by the State of Washington on payment of reasonable compensation therefor.

(18) Unless a different date is provided herein, the return possession so long as purchase is not in default by said real estate in good repair and free to permit waste or removal to pay all service, install on or connect to real estate after the date purchaser is entitled to possession.

seller shall be entitled to possession of the real estate at the date of closing unless otherwise provided. The purchaser covenants to keep the premises in good repair and to pay for water, sewer, electricity, garbage or other utility services furnished to the premises.

(19) In case the purchaser fails to make any payment provided for to herein contained, if a seller is unable to obtain payment or effect such insurance, and any amounts so owed by the seller, together with interest at the rate of 10% per annum shall be in default of payment until repaid, shall be recoverable by purchaser or seller, demand, all without prejudice to any other right or other legal remedy or reason of such default.

(20) 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 of the covenants or agreements herein, the seller may, at any time and in the manner herein provided, cause the purchaser to vacate the premises and to remove all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to sell 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 our favor of all demands, notices or other papers in 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 the address last known to the seller.

(21) The seller's election to bring suit to enforce any covenant of this contract, shall not be construed to constitute a waiver of the purchaser's right to recover attorney's fees and all costs and expenses in connection with such suit, which shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an order 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 shall be included in any judgment or decree entered in such suit.

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

Witness my hand and seal of office this 14th day of August, 1977.
Lucille Proesel
Vernon C. Farland

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me

to me known to be the individual

they

described in and who executed the within and foregoing instrument, and acknowledged that

they

they

free and voluntarily act and agree.

for the uses and purposes therein mentioned.

GIVEN UP in my hand and official seal this

3th day of

August, 1977.

Karen A. Elison
Notary Public in and for the State of Washington

Residing at Vancouver

54578



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Mail To:

NAME Mr. & Mrs. William Proesel

ADDRESS 4580 Elson Drive

CITY-STATE ZIP West Linn Oregon 97068

REGISTERED INDEXED OR FILED SEARCHED SERIALIZED MAILED

THIS DEED WAS RECORDED AT THE CLERK'S OFFICE OF THE COUNTY OF WASHINGTON

CLERK'S OFFICE OF THE COUNTY OF WASHINGTON LIBERTY COUNTY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY AT THE OFFICE OF THE CLERK OF THE COUNTY OF WASHINGTON ON THE 14th DAY OF AUGUST 1977 BY THE CLERK OF THE COUNTY OF WASHINGTON



14578

REAL ESTATE CONTRACT
(FORM A-198)

BOOK 13 PAGE 101

This Contract made and entered into this 4th day of August, 1977

between WILLIAM PROKSEL and LUCILLE PROKSEL, husband and wife
seller, and VERNON G. FARLAND and CAROLE A. FARLAND, husband and wife,
purchaser.

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described property, to-wit: 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:

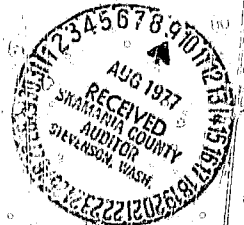
BEGINNING AT A POINT IN THE CENTERLINE OF STATE HIGHWAY 14, WHICH BEARS SOUTH 11° 22' 50" WEST, 4030.75 FEET FROM AN IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 40° 43' 00" WEST ALONG THE CENTERLINE OF A 60.0 FOOT EASEMENT 296.12 FEET; THENCE FOLLOWING SAID CENTERLINE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 61.17 FEET TO THE INTERSECTION OF A 60.00 FOOT EASEMENT; THENCE SOUTH 87° 42' 00" WEST ALONG THE CENTERLINE OF A 60.0 FOOT EASEMENT 806.25 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 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 806.25 FEET TO THE TERMINUS OF SAID EASEMENT CENTERLINE.



See Attached Legal Description.

BOOK 730 PAGE 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, containing hold title to the said real property subject to reservation of oil, gases, coal, ores, minerals and fossils as they in 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 (18,500.00) Dollars, of which THREE THOUSAND SEVEN HUNDRED AND NO/100ths (3,700.00) Dollars have 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 (213.01) Dollars, or more at purchaser's option, on or before the 3th day of September 1977 and TWO HUNDRED THIRTEEN AND 01/100 (213.01) Dollars, or more at purchaser's option, on or before the 3th 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 in 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. 4973 TRANSACTION EXCISE TAX AUG 9 - 1977 Amount Paid

Shamania County Treasurer by [Signature]

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

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as hereafter granted and granted hereafter become a lien on said real estate and if by the terms of this contract the purchaser has assumed payment of any hereafter 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, or the interest may appear, and to pay all premiums therefor and to deliver all policies and reports hereof to the seller.
 - (3) The purchaser agrees that full possession of said real estate has been made, but that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon or shall new purchaser or seller of the use of either be held to any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement relies on is contained herein or in writing and attached to and is a part of this contract.
 - (4) The purchaser assumes all hazards of damage to or destruction of, or any loss or injury now on said real estate or hereafter placed thereon, and of the value of said real estate or any part thereof for public use, and agrees to bear the cost of damage, destruction or theft and to contribute to the cost of maintenance, in case any part of said real estate is taken for public use, the portion of the maintenance and reconstruction cost shall be paid by the purchaser in proportion to the payment of reasonable expenses of procuring the same shall be paid to the seller and capital or payments of the purchase price shall be adjusted by such taking. In case of damage or destruction, full and instant payment of the proceeds of such improvements and improvements shall be made by the seller to the purchaser. The proceeds of any insurance policy shall be applied to the payment of such improvements and improvements shall be made to the seller. If applicable, the proceeds shall be applied to the improvements.
 - (5) The seller has delivered, or agreed to deliver within ten days of the date of closing, a purchaser policy of fire insurance to be paid and paid, or a commitment therefor, issued by SAFECO Fire Insurance Company, naming the purchaser to be full and complete beneficiary as to any and all loss or damage by reason of fire in seller's title to said real estate of the date of closing and continuing to remain in effect after the closing.
- a. Credit general obligations appearing in said policy form;
 b. Losses of insurances which by the terms of this contract the purchaser is to assume, in as to which the converse of the hereunder is to be made subject, and;
 c. Any existing contract for construction under which it is the purpose of this transaction that such real estate and any structure or other buildings, which will be by the contract to be paid, shall be completed for the purposes of this transaction.
- If it shall appear to the seller or to the purchaser at any time after closing that the seller has omitted of facts a seller aware of which he or she should have disclosed to the purchaser at the time of closing, the seller shall be held liable for the same, and the purchaser shall have the right to take any action he or she may desire to recover the full amount of any payments made under this contract.

The seller hereby warrants that the above described premises are free from all liens, claims, taxes, and other encumbrances...

Under the terms of this agreement, the purchaser shall hold title to the land and shall remain liable for the restoration of oil, gas, coal, zinc, minerals and royalties in the event the land is subject to restoration of rights of way for the general public...

Unless a different date is provided for herein, the purchaser shall be entitled to possession of said premises on the date of the recording of this instrument...

In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein provided, the seller shall be entitled to payment of all repairs and any amounts to be paid by the seller, together with interest at the rate of 10% per annum...

Time is of the essence of this contract and it is agreed that in case the purchaser shall fail to carry out any of the provisions of this agreement hereof or to make any payment required hereunder...

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 requested, directed to the purchaser to his address last known to the seller...

Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment due hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit...

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is rendered in favor of the purchaser, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit...

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

William Proksee

Lucille Proksee

Vernor C. Farland

STATE OF WASHINGTON,

County of Clark

Carole A. Farland

On this day personally appeared before me William Proksee and Lucille Proksee

to me known to be the individuals described in said and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed.

GIVEN under my hand and official seal this 25th day of August, 1977

Notary Public in and for the State of Washington

Wanaco, Wash.

64578

SAFECO TITLE INSURANCE COMPANY logo and address information: Mr. & Mrs. William Proksee, 4510 Third Street, West Linn, Oregon 97148

RECEIVED stamp: SAFECO TITLE INSURANCE COMPANY, AUG 25 1977

NOTARIAL RECORDS stamp: NOTARIAL RECORDS FOR RECORDS USE, COUNTY OF WASHINGTON, WASHINGTON