



84582

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 7.3 PAGE 314

DATE

10/4/40

1-5-17-1700

THIS CONTRACT, made and entered into this 25th day of July, 1977

Between

WILLIAM PROKSEL and LUCILLE PROKSEL, husband and wife,

Selling, called the "seller," and

Known as the "purchaser,"

ALFRED W. ANDREWS and LORRAINE E. ANDREWS, husband and wife,

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:

SECTION 17:

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

BEGINNING AT A POINT THAT IS THE PC OF A ROAD CENTERLINE, WHICH POINT IS SOUTH
8° 21' 39" EAST, 3041.30 FEET (WASHINGTON COORD. SYSTEM, SOUTH ZONE)
FROM AN IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 17, THENCE SOUTH
77° 56' 00" WEST ALONG SAID CENTER LINE, 110.00 FEET TO THE TRUE POINT OF
BEGINNING;

THENCE SOUTH 77° 56' 00" WEST, 935.34 FEET;

THENCE ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE
OF 40.95 FEET;

THENCE NORTH 03° 22' 00" WEST 621.82 FEET, MORE OR LESS TO AN EAST-WEST
FENCE LINE;

THENCE NORTH 86° 16' 00" EAST ALONG SAID FENCE LINE, 895 FEET MORE OR LESS, TO
A POINT WHICH BEARS NORTH 12° 00' 00" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH 12° 00' 00" EAST 442 FEET, MORE OR LESS, TO THE TRUE POINT OF
BEGINNING;

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The terms and conditions of this contract are as follows: The purchase price is

ONE HUNDRED FORTY-THREE AND 93/100th----- (S) 43.93 3 Dollars

and ONE HUNDRED FORTY-THREE AND 93/100ths----- is 143.93 Dollars

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.

49-27

Amount Paid 125.00

August 5, 1977

(f) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee, and shall replace and if by the terms of this contract the purchaser has assumed payment of any mortgage, loan or other indebtedness or has assumed payment or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, then the purchaser shall agree 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 as interest may appear, and to pay all premiums therefor and to deliver all policies and receipts thereon to the seller.

The purchaser agrees that title insurance of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant regarding the condition of any improvements thereon nor shall the purchaser or seller or his 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.

147. 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 the covenants of this contract. 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 hereof. The seller's election to take the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking, or to the payment of such damages 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 further election that said proceeds shall be paid to the seller for application on the purchase price herein.

for the Seller's non-delivery, 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 SAFELOCK Title Insurance Company, insuring the purchaser to the full amount of said purchase price for 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:

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the purchaser hereunder is to be made adjust, and

6. Any existing contract of 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 (6) shall be deemed defects in seller's title.

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 payments so made shall be applied to the payments that fall due from the seller, and the seller shall be deemed to have agreed to the application of such payments to the payments that fall due from the seller.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.

In compliance with your order of 5/11/54, I have a county affidavit to show people

(7) The seller agrees, upon making full payment of the purchase price and interest in the manner above specified, to execute and deliver to the purchaser a statutory warranty deed in said and estate, which shall be subject to the covenants, conditions and restrictions hereinafter set forth, and subject to the following:

Fulfillment

Covenants of record.

(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 shall retain possession so long as purchaser 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, installation or construction charges for water, sewer, 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 or to maintain insurance, as herein required, the seller may make 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 on seller's demand, all without prejudice to any other right at 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 covenant or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon so 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 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 to 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 payment required 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.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is rendered, 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.

William Proksel

Luceille Proksel

Alfred W. Andrews

Lorraine E. Andrews

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me William Proksel and Luceille 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 deed

for the uses and purposes therein mentioned,

GIVEN under my hand and official seal this

SH

day of

August 1977

Karen A. Wilson

Notary Public in and for the State of Washington

residing at Vancouver



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Mail To:

NAME Mr. & Mrs. William Proksel

ADDRESS 4580 Elmwood Dr

CITY AND STATE West Linn, Oregon

REGISTERED
INDEXED
INDEXED
RECORDED
COMPARSED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAGANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Shirley L. Telle

AT 2:30 P.M. Aug 20 1977

WAS RECORDED IN BOOK 238

AT PAGE 112

RECORDS OF SKAGANIA COUNTY, WASH

COUNTY CLERK