

84582

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 7.3 PAGE 214

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

WILLIAM FROKSEL, and LUCILLE FROKSEL, husband and wife,

hereinafter called the "Seller," and

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

hereinafter called the "Purchaser,"

ENTWEESEETH: 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:

17.

A SECTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 5
AT OR 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
OF 935.34' 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 NO. 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;

UNO
COPY

BOOK 73 PAGE 215

See Attached Legal Description.

SUBJECT TO: Real Estate Contract dated June 15, 1971, recorded June 29, 1971, at page 14, of book 63, under Auditor's File No. 73612, interest of which was conveyed by instrument recorded under Auditor's File No. 74967; Deed from the State of Washington, 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, 79.36.240, said reservations being enforceable by the state of Washington of payment of reasonable compensation therefore; Easements of record.

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

TWO THOUSAND FIVE HUNDRED AND NO/100ths----- \$12,500.00 1 Dollars, of which

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows.

ONE HUNDRED FORTY-THREE AND 93/100ths----- \$143.93 1 Dollars,

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

and ONE HUNDRED FORTY-THREE AND 93/100ths----- \$143.93 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 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 SELLER WILL GRANT DEED TO FIVE ACRES FOR PRINCIPAL REDUCTION OF \$3000.00 IN ADDITION TO THE ABOVE AGREED PAYMENTS.

487
RECEIVED
SKAMANIA COUNTY
AUDITOR'S OFFICE
SICKLETON, WASHINGTON

AUG 5 1977
Amount Paid \$143.93

Skamania County, Washington

RECEIVED
AUG 5 1977
SKAMANIA COUNTY
AUDITOR'S OFFICE
SICKLETON, WASHINGTON
In this contract, "date of closing" shall be August 5, 1977. By [Signature]
The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or agreement for payment or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereon on said real estate, the same to be paid by the purchaser 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, at 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 insurance 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 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.

(4) The purchaser assumes all hazards of damage by 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 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 thereto, issued by GAFECO 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, and

c. 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 (6) 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 seller is purchasing said real estate, or any 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 next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to make over to the purchaser a statutory warranty deed to said real estate, free from all encumbrances except any that may attach after date of closing through the date of delivery, and thereafter taken for public use, taxes and improvements, except any that may attach after date of closing through the date of delivery, than the seller, and subject to the following:

Easements 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, subject to remain in 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/or to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction of, fees 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 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 condition hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may declare all the purchaser's rights hereunder terminated, and upon its 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 sum 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 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 sums shall be included in any judgment or decree entered in such suit.

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

William Proksel
William Proksel

Luceille Proksel
Luceille Proksel

Alfred W. Andrews
Alfred W. Andrews

STATE OF WASHINGTON,
County of Clark ss.

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

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

5th day of August 1977

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

residing at Vancouver

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE ATTACHED

INSTRUMENT OF WRITING, PLED BY

William Proksel

AT Luceille Proksel

AT 2130 P.M. Aug 20 1977

WAS RECORDED IN BOOK 73

AT PAGE 74

RECORDER OF SKAMANIA COUNTY, WASH.

RECORDED ON 8/20/77

COUNTY AUDITOR



SAFECO TITLE INSURANCE COMPANY
REGISTERED
INDEXED
SEARCHED
RECORDED
COMPARED
MAILED

Filed for Record at Request of

Mail To:

NAME Mr. & Mrs. William Proksel

ADDRESS 4550 Elmwood Dr.

CITY AND STATE West Linn Oregon