

51585

REAL ESTATE CONTRACT
(FORM A-1064)

BOOK 23 PAGE 220

SIGNED

SA 10460

1-5-A-1200

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 JOHN W. GREENE and JANICE M. GREENE, husband and wife,

hereinafter called the "Purchaser,"

RECEIT THIS THAT the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described

describership, with the appurtenances, in

SKAMANIA

County, State of Washington.

A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH,
RANGE 5 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD ON THE WEST LINE OF SAID NORTHWEST QUARTER,
SOUTH 00°30'50" WEST, 711.14 FEET FROM AN IRON PIPE AT THE NORTHWEST
CORNER THEREOF; THENCE NORTH 75°01'00" EAST, 174.48 FEET TO THE CENTER
LINE P.C. OF A 60 FOOT EASEMENT; THENCE NORTH 75°00'00" EAST, 692.24
FEET TO A 1/2" IRON ROD; THENCE NORTH 21°01'00" WEST, 445.81 FEET TO
A 1/2" IRON ROD ON THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE
NORTH 87°44'32" WEST, 654.31 FEET TO AN IRON PIPE AT THE NORTHWEST
CORNER OF SAID SECTION 16; THENCE SOUTH 00°30'50" WEST, 711.14 FEET
TO THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO A 60 FOOT EASEMENT FOR INGRESS, EGRESS,
AND UTILITIES, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF STATE HIGHWAY #14, WHICH
POINT IS SOUTH 11°22'50" WEST (WASHINGTON COORDINATE SYSTEM, SOUTH
BENCH), 4030.75 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER OF
SAID SECTION 16,

THENCE NORTH 40°43'00" WEST, 296.19 FEET; THENCE ALONG THE ARC OF A
200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 130.38
FEET; THENCE NORTH 39°22'00" WEST, 291.21 FEET; THENCE ALONG THE ARC OF
A 150 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 70.45
FEET; THENCE NORTH 77°56'00" EAST, 1005.34 FEET; THENCE ALONG THE ARC
OF A 100 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 151.69
FEET; THENCE NORTH 50°26'00" EAST, 258.49 FEET; THENCE ALONG THE ARC
OF A 200 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 190.78
FEET; THENCE NORTH 17°13'00" WEST, 316.72 FEET; THENCE ALONG THE ARC
OF A 1131.08 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 107.02
FEET; THENCE NORTH 01°41'00" WEST, 401.57 FEET; THENCE ALONG THE ARC
OF A 200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 111.70
FEET; THENCE NORTH 25°13'00" EAST, 116.49 FEET; THENCE ALONG THE ARC
OF A 150 RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 99.52 FEET;
THENCE NORTH 17°43'00" WEST, 105.15 FEET; THENCE ALONG THE ARC OF A
100 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 46.77 FEET;
THENCE NORTH 05°00' EAST, 342.43 FEET; THENCE ALONG THE ARC OF A 200
FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 85.96 FEET; THENCE
NORTH 20°17'00" WEST, 169.17 FEET; THENCE ALONG THE ARC OF A 200 FOOT
RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 199.37 FEET; THENCE
NORTH 77°44'00" WEST, 125.75 FEET; THENCE ALONG THE ARC OF A 100 FOOT
RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 135.67 FEET; THENCE
NORTH 789.41 FEET TO THE CENTER OF A 13 FOOT RADIUS CUL-DE-SAC AND THE
TERMINUS OF SAID EASEMENT AT A POINT SOUTH 13°04'40" EAST, 369.38 FEET
FROM THE NORTHWEST CORNER OF SAID SECTION 16.

real estate, with

BOOK 75 PAGE 221

See Attached Legal Description:

SUBJECT TO: Contract of Sale, dated June 15, 1967, recorded June 29, 1971 at page 14 of Book 63 of deeds, under Auditor's File No. 73612, assigned by instrument recorded under Auditor's File No. 74967;

Dated 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 reservation of rights of way for the removal of timber, minerals, sand and gravel pursuant to R.C.W. 79.12410, 79.36.010, and 79.36.240, said reservations being enforceable by the state of Washington on payment of reasonable compensation therefor; Easements of

The terms and conditions of this contract are as follows: The purchase price is ~~one thousand dollars~~ TEN THOUSAND AND NO/100ths-----

TWO THOUSAND AND NO/100ths-----
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 FIFTEEN AND 14/100-----
Dollars, 15.14 Dollars,

or more at purchaser's option, on or before the 5th day of September 1977,
and ONE HUNDRED FIFTEEN AND 14/100-----
Dollars, 15.14 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 is paid in full.
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. ALSO, TO PROVIDE COST AND LABOR TO EXTEND ROAD INTO PROPERTY.

No. 4979

AUG 1977

Account Paid

Skamania County, WA

By _____



(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee on the property herein on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or deed of trust, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter placed 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, one 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 theron nor 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 the 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 on 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 SAFAECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price upon a 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 (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 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.

LAW OFFICES OF
C. L. COOPER &
ASSOCIATES

BOOK 73 PAGE 42

(7) The seller agrees, upon receiving full payment of the purchase price and in trust in the manner above specified, to execute and deliver to

purchaser a statutory warranty
part thereof thereafter taken for public use, free of all encumbrance, except any that may attach after date of closing through any power which
the seller, and subject to the following:

Easements of record; 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 79.36240, said
reservations being enforceable by the State of Washington on payment of reasonable com-
pensation therefor.

(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 to
retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep said buildings and other improvements, and
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 purposes. The purchaser
agrees to pay all taxes, assessments, construction charges for water, sewer, electricity, gas, and other utility services furnished to said
real estate after the date purchaser assumed responsibility for possession.

(9) In case the purchaser fails to make any payment herein provided for in minimum amounts, as herein required, the amount remaining
unpaid or otherwise in arrears, and the amount unpaid by the seller, together with interest at the rate of 12% per annum, the same
to be paid when due, and the same, plus the cost of collection, to be paid by the purchaser at his/her demand, and without prejudice in any other right the seller may have
by reason of such default.

(10) Since it is the intent of this contract, and it is agreed that in case the purchaser fails to do, upon written notice, to correct any
defect in the premises within ten days of receipt of notice, the same failing to be corrected, the same failing to be corrected, the same
within 10 days of receiving a notice of non-compliance, then the seller may have the right to require the purchaser to make
such repairs on the real estate and the seller, or the seller's agent, to have the same done at the expense of the purchaser to the extent
of \$1000.00 per day.

(11) Each of the parties to this instrument, and it is agreed that in case the purchaser fails to do, upon written notice, to correct any
defect in the premises within ten days of receipt of notice, the same failing to be corrected, the same failing to be corrected, the same
within 10 days of receiving a notice of non-compliance, then the seller may have the right to require the purchaser to make
such repairs on the real estate and the seller, or the seller's agent, to have the same done at the expense of the purchaser to the extent
of \$1000.00 per day.

(12) Each of the parties to this instrument, and it is agreed that in case the purchaser fails to do, upon written notice, to correct any
defect in the premises within ten days of receipt of notice, the same failing to be corrected, the same failing to be corrected, the same
within 10 days of receiving a notice of non-compliance, then the seller may have the right to require the purchaser to make
such repairs on the real estate and the seller, or the seller's agent, to have the same done at the expense of the purchaser to the extent
of \$1000.00 per day.

In witness whereof, the parties hereto have signed this instrument and affixed their signatures thereto this 5th day of August, 1977.

William Prossel

Lucille Prossel

John W. Greene

WA
JULY 21
1977

STATE OF WASHINGTON

County of Clark

On the day aforementioned, before me, Judith A. Greene, Notary Public in and for the State of Washington,
to me known to be the individual described in and who executed the within certificate, did acknowledge that

they are the persons described in the same, and their

free and voluntary, and that

for the uses and purposes herein mentioned,

GIVEN under my hand and seal this 5th day of August, 1977.

Karen N. Ellison
Notary Public in and for the State of Washington

Residing at Vancouver

45850

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

Mail To:

SEARCHED
INDEXED: YES
INCORRECT
RECORDED
COMPARED
FILED

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED AND INDEXED BY THE COUNTY CLERK

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING IS FILED BY

John W. Greene

AT THE CLERK'S OFFICE

ON 5th AUGUST 1977 AT PAGE

WITH THE CLERK OF BAKANIA COUNTY, WASH.

CLERK'S OFFICE

NAME: Mr. & Mrs. William Prossel

ADDRESS: 45850 Elmwood, OR

CITY AND STATE: West Linn, OR

SKAMANIA
1-15-1977-1200

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 JOHN W. GREENE and JANICE M. GREENE, 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

real estate, with the appurtenances, in

SKAMANIA

County, State of Washington:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD ON THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH $00^{\circ}30'15''$ WEST, 711.14 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER THEREOF; THENCE NORTH $75^{\circ}00'00''$ EAST, 174.48 FEET TO THE CENTERLINE P.C. OF A 60 FOOT EASEMENT; THENCE NORTH $75^{\circ}00'00''$ EAST, 692.24 FEET TO A 1/2" IRON ROD; THENCE NORTH $21^{\circ}00'00''$ WEST, 493.81 FEET TO A 1/2" IRON ROD ON THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH $87^{\circ}44'32''$ WEST, 654.31 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH $00^{\circ}30'59''$ WEST, 711.14 FEET TO THE POINT OF BEGINNING:

TOGETHER WITH AND SUBJECT TO A 60 FOOT EASEMENT FOR INGRESS, EGREGS, AND UTILITIES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF STATE HIGHWAY #14, WHICH POINT IS SOUTH $1^{\circ}22'50''$ WEST (WASHINGTON COORDINATE SYSTEM, SOUTH ZONE), 4030.75 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER OF SAID SECTION 16.

THENCE NORTH $40^{\circ}43'00''$ WEST, 295.10 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 130.38 FEET; THENCE NORTH $3^{\circ}22'00''$ WEST, 297.21 FEET; THENCE ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 70.95 FEET; THENCE NORTH $77^{\circ}56'00''$ EAST, 1045.34 FEET; THENCE ALONG THE ARC OF A 400 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 191.99 FEET; THENCE NORTH $50^{\circ}26'00''$ EAST, 268.49 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 180.29 FEET; THENCE NORTH $1^{\circ}12'00''$ WEST, 416.32 FEET; THENCE ALONG THE ARC OF A 4131.08 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 107.32 FEET; THENCE NORTH $06^{\circ}41'00''$ WEST, 163.57 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 111.70 FEET; THENCE NORTH $25^{\circ}19'00''$ EAST, 136.49 FEET; THENCE ALONG THE ARC OF A 150 RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 99.57 FEET; THENCE NORTH $12^{\circ}43'00''$ WEST, 165.39 FEET; THENCE ALONG THE ARC OF A 150 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 46.77 FEET; THENCE NORTH $05^{\circ}09'$ EAST, 342.53 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 89.94 FEET; THENCE NORTH $20^{\circ}37'00''$ WEST, 169.17 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 199.37 FEET; THENCE NORTH $77^{\circ}44'00''$ WEST, 125.75 FEET; THENCE ALONG THE ARC OF A 100 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 135.67 FOOT; THENCE NORTH 209.41 FEET TO THE CENTER OF A 50 FOOT RADIUS CUL-DE-SAC AND THE TERMINUS OF SAID EASEMENT AT A POINT SOUTH $13^{\circ}04'49''$ EAST, 368.38 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 16.

See Attached Legal Description:

SUBJECT TO: Contract of Sale, dated June 15, 1967, recorded June 29, 1971 at page 14 of Book 63 of deeds, 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 reservation 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; Easements of

The terms and conditions of this contract are as follows: The purchase price is **TEN THOUSAND AND NO/100ths**

TWO THOUSAND AND NO/100ths **IS 10,000.00** 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 FIFTEEN AND 14/100 **IS \$115.14** **1 Dollars,**
or more at purchaser's option, on or before the **5th** day of **September** **, 1977**

and **ONE HUNDRED FIFTEEN AND 14/100** **IS 115.14** **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 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. ALSO, TO PROVIDE COST AND LABOR TO EXTEND ROAD INTO PROPERTY.

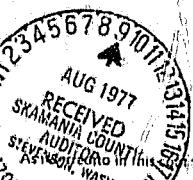
No. **4979**

AUG 9 - 1977

Amount Paid **100**

Skamania County, Washington

By *Karen S. Chapman, Esq.*



RECEIVED
SKAMANIA COUNTY
AUDITOR'S OFFICE
STATE OF WASHINGTON
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 between grantor and grantee accumulate upon or said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other obligation, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter placed 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 the sum of 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 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 claim as 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 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 objects 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 SAFECO 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 exception 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 (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 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 convey to the purchaser a statutory warranty deed thereof held subject for public use, free of encumbrances except as may attach by virtue of closing documents or otherwise:

Rescission of Deed: Deed from the state of Washington, vesting title to the real property subject to reservation of oil, gases, coal, ores, minerals and metals 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 79.36.020, such reservations being enforceable by the State of Washington in payment of reasonable compensation therefor.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the date of recording of this instrument, and the seller shall remain in said real estate in good repair and not to commit waste and not to use, or permit to use at, the real estate for any illegal purpose. The seller shall remain liable for all taxes and assessments on the real estate after the date purchased granted to possesson.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may pay same or offset such insurance and any amounts so paid by the seller, together with interest at the rate of 10% per annum, from the date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller may have.

(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 of the covenants contained in this agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may file suit to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder, including improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall hold right to sue for the 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 subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights under this agreement by United States Mail, postage prepaid, 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 received by the purchaser agreed to pay, or reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which amount 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 given in favor of the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also to pay the cost of searching records to determine the condition of title of the date such suit is commenced, which sum shall be included in any decree entered in such suit.

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

William Proksel
William Proksel

Luceille Proksel
Luceille Proksel

John W. Greene
John W. Greene

Janice M. Greene
Janice M. Greene

William Proksel and Luceille Proksel

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me _____
to me known to be the individual _____ described in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their free and voluntary instrument,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of August, 1977

Karen A. Ellsen
Notary Public 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: 1580 Elmwood Dr.

CITY AND STATE: West Linn, Or.

SEARCHED
INDEXED: RKA
FILED
RECORDED:
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE
WASHINGTON COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, FILED BY *John W. Greene*, DE. Attestation *John W. Greene* IT IS *RECORDED* IN BOOK *7-3* OF *RECORDS OF SKAMANIA COUNTY, WASH.* ON *10-10-1977* AT *REC'D. AT REC'D.* BY *COUNTY AUDITOR* *John W. Greene*