



84585

REAL ESTATE CONTRACT
(FORM A-1984)

BOOK 73 PAGE 220

SAFED

SP 10460

1-5-12-1200

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

between WILLIAM PROKSEL and LUCEILLE 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

premises, 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°00'00" EAST, 174.48 FEET TO THE CENTER-
LINE P.C. OF A 60 FOOT EASEMENT; THENCE NORTH 75°00'00" EAST, 592.24
FEET TO A 1/2" IRON ROD; THENCE NORTH 21°01'00" WEST, 443.81 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 CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF STATE HIGHWAY #14, WHICH
POINT IS SOUTH 11°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°43'00" WEST, 296.10 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°22'00" WEST, 297.21 FEET; THENCE ALONG THE ARC OF
A 50 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 70.05
FEET; THENCE NORTH 77°56'00" EAST, 1045.34 FEET; THENCE ALONG THE ARC
OF A 400 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 101.99
FEET; THENCE NORTH 50°20'00" EAST, 258.49 FEET; THENCE ALONG THE ARC
OF A 200 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 180.79
FEET; THENCE NORTH 1°13'00" WEST, 416.72 FEET; THENCE ALONG THE ARC
OF A 1131.08 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 107.62
FEET; THENCE NORTH 06°41'00" WEST, 403.52 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°19'00" EAST, 136.49 FEET; THENCE ALONG THE ARC
OF A 150 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 99.57 FEET;
THENCE NORTH 12°43'00" WEST, 105.35 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°09' EAST, 342.53 FEET; THENCE ALONG THE ARC OF A 200
FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 86.04 FEET; THENCE
NORTH 20°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°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 33 FOOT RADIUS CUL-DE-SAC AND THE
TERMINUS OF SAID EASEMENT AT A POINT SOUTH 13°04'49" EAST, 368.38 FEET
FROM THE NORTHWEST CORNER OF SAID SECTION 16.

real estate, with the purchase price of

See Attached Legal Description:

BOOK 78 PAGE 221

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. 79.12410, 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 TEN THOUSAND AND NO/100ths-----

TWO THOUSAND AND NO/100ths----- \$ 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: (\$ 2,000.00) Dollars have

ONE HUNDRED FIFTEEN AND 14/100----- \$115.14) Dollars,

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

and ONE HUNDRED FIFTEEN AND 14/100----- (\$ 115.14) 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 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.

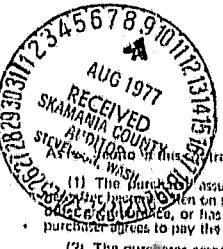
All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

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

August 5, 1977

By *R. J. [Signature]*



August 5, 1977

By *R. J. [Signature]*

(1) 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 other obligation, 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, 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 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 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 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 SAFECO Title Insurance Company, insuring the purchaser in 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:

- Printed general exceptions appearing in said policy form;
- 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
- 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) It is seller's title to said real estate is subject to an existing contract or contents 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.

Handwritten notes and signatures on the right margin.

EX-101400
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,**
for, and to be called, the "seller," and **JOHN W. GREENE and JANICE M. GREENE, husband and wife,**
for, and to be 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, to wit, 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 $00^{\circ}30'50''$ 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 CENTER-
LINE 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 $81^{\circ}44'32''$ 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, EGRESS,
AND UTILITIES, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF STATE HIGHWAY #14, WHICH
POINT IS SOUTH $1^{\circ}22'50''$ WEST (WASHINGTON COORDINATE SYSTEM, SOUTH
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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 $1^{\circ}17'00''$ WEST, 416.32 FEET; THENCE ALONG THE ARC
OF A 1131.08 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 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 99.57 FEET;
THENCE NORTH $12^{\circ}43'00''$ WEST, 165.38 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; Need 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----- \$ 10,000.00 Dollars, of which
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or more at purchaser's option, on or before the **5th** day of **September**, 19**77**

and **ONE HUNDRED FIFTEEN AND 14/100**----- (\$ 115.14) Dollars,
or more at purchaser's option, on or before the **5th** day of each succeeding calendar month until the balance of said

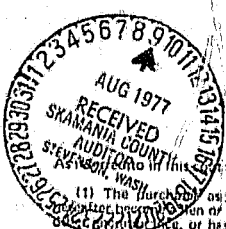
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of **8-1/2** per cent per annum from the **5th** day of **August**, 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.

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NO. **4979**
AUG 6 - 1977
Amount Paid **1000**

Attest, this **5th** day of **August**, 19**77** By **Skamania County Auditor**

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee on the land or on 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 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, 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 covenant respecting the condition of any improvements thereon 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 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 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 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 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 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.

This complete record of Skamania County Auditor's Office

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute a deed to the purchaser a statutory warranty deed thereof to be taken for public use, free of encumbrances except any that may attach after date of closing through no fault of the seller, and subject to the following:

Encumbrances: Deed from the state of Washington vests in the purchaser real property subject to reservation of oil, gases, coal, ores, minerals and timber thereon 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 79.76.010, such reservations being enforceable by the State of Washington on 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 closing hereunder. The purchaser shall be entitled to possession of 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 shall be obligated to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services on the 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 shall be obligated to maintain payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum, shall be repayable to the seller on demand, all without prejudice to any other right of the seller in such event.

(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 or conditions of this agreement hereof or to make any payment required hereunder promptly on the time and in the manner herein required, the seller shall be entitled to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder shall be forfeited to the seller as liquidated damages, and the seller shall have the right to 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 hereunder shall be made by United States Mail, postage pre paid, return receipt requested, directed to the purchaser at 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 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 shall be rendered in favor of the seller, 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 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
William Proksel

Lucille Proksel
Lucille Proksel

John W. Greene
John W. Greene

James M. Greene
James M. Greene

STATE OF WASHINGTON,
County of Clark } ss

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 act and deed
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3th day of August, 1977

Karen A. Ellison
Notary Public 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 Elmira Dr.
CITY AND STATE West Linn, Or

REGISTERED
INDEXED: ICA
INDEXED
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY *John W. Greene* ON *Aug 9* 1977 WAS RECORDED IN BOOK *73* OF *1600* AT PAGE *222* ACCORDING TO SKAMANIA COUNTY, OREGON

COUNTY AUDITOR