

SATURDAY  
SE-10490  
8-16-1977

THIS DOCUMENT ACT, made and entered into this 4th day of August, 1977,  
 between WILLIAM PROMSEL & LILLIE PROMSEL, HUSBAND AND WIFE,  
 hereinafter called the "Seller," and JAMES H. CARRIMER & MARY L. CARRIMER, HUSBAND AND WIFE,  
 hereinafter called the "Purchaser."

WHEREAS, the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described  
 land, with the appearances, in

SKAMANIA

Co., "State of Washington.

## DESCRIPTION

SK-10490

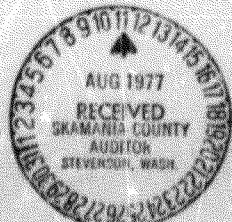
THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY,  
 STATE OF WASHINGTON, TO-WIT:

THAT PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 1 NORTH, RANGE  
 5 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED  
 AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD ON THE NORTH LINE OF SAID SECTION 16,  
 WHICH BEARS SOUTH  $88^{\circ} 44' 32''$  EAST, 654.31 FEET FROM AN IRON PIPE  
 AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH  $87^{\circ} 44'$   
 $32''$  EAST ALONG SAID NORTH LINE, 689.68 FEET TO A 1/2" IRON ROD;  
 THENCE LEAVING SAID NORTH LINE, SOUTH  $07^{\circ} 00' 31''$  WEST 1030.82 FEET  
 TO THE CENTERLINE OF A ROAD; THENCE SOUTH  $80^{\circ} 47' 00''$  WEST ALONG SAID  
 CENTERLINE, 152.77 FEET; THENCE LEAVING SAID CENTERLINE, NORTH  $21^{\circ}$   
 $00' 00''$  WEST, 1151.22 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO A 60.00 FOOT EASEMENT FOR INGRESS, EGREGS,  
 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  $11^{\circ} 22' 50''$  WEST, (WASHINGTON COORDINATE SYSTEM, SOUTH ZONE),  
 4039.75 FEET FROM AN IRON PIPE AT THE NORTHWEST CORNER OF SAID SECTION  
 16; THENCE NORTH  $40^{\circ} 43' 00''$  WEST 296.10 FEET; THENCE ALONG THE ARC OF  
 A 200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 130.78 FEET  
 THENCE NORTH  $3^{\circ} 22' 00''$  WEST 297.71 FEET; THENCE ALONG THE ARC OF A 50  
 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 70.05 FEET; THENCE  
 NORTH  $77^{\circ} 56' 00''$  EAST 104.51 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 298.49 FEET; THENCE ALONG THE ARC OF A 200 1/2  
 RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 180.20 FEET; THENCE  
 NORTH  $1^{\circ} 11' 00''$  WEST 416.32 FEET; THENCE ALONG THE ARC OF A 300 FOOT  
 RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 219.30 FEET; THENCE  
 NORTH  $40^{\circ} 40' 00''$  EAST 495.71 FEET; THENCE ALONG THE ARC OF A 153.75  
 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 13.64 FEET; THENCE  
 NORTH  $26^{\circ} 13' 00''$  EAST 274.51 FEET; THENCE ALONG THE ARC OF A 200 FOOT  
 RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 69.41 FEET; THENCE NORTH  
 $6^{\circ} 20' 00''$  EAST 145.54 FEET; THENCE ALONG THE ARC OF A 60 FOOT RADIUS  
 CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 77.96 FEET; THENCE NORTH  $60'$   
 $47' 00''$  EAST 252.77 FEET; THENCE ALONG THE ARC OF A 60 FOOT RADIUS CURVE  
 TO THE RIGHT FOR AN ARC DISTANCE OF 98.61 FEET; THENCE SOUTH  $5^{\circ} 03' 00''$   
 EAST 342.17 FEET TO CENTER OF A 50 FOOT RADIUS CUL-DE-SAC AND THE TERMINUS  
 OF SAID RIGHT-OF-WAY CENTERLINE, SAID POINT BEING SOUTH  $44^{\circ} 12' 44''$  EAST  
 3029.73 FROM THE NORTHWEST CORNER OF SAID SECTION 16.



The terms and conditions of this contract are as follows: The purchase price is Nine thousand two hundred and no/100----- \$9200.00 Dollars, of which Four thousand five hundred and no/100----- (\$4500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Ninety six and 91/100-----	15th.	day of September	\$96.91	Dollars,
or more at purchaser's option, on or before the				
and Ninety six and 91/100-----			\$96.91	Dollars,
or more at purchaser's option, on or before the	15th.	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 15th. 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 (to be directed) or at such other place as the seller may direct in writing.

No. 4994  
TRANSACTION NUMBER 11

AUG 1 1977  
Amount Paid \$200

Samantha County Treasurer  
By [Signature]

As referred to in this contract, "date of closing" shall be 18/15/77.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has obtained 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 hereinafter 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 thereafter 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 to considerate. 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) That 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:

- 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) 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 execute and deliver to the purchaser a quitclaim deed to said real estate, in fee simple, free and clear of all liens, encumbrances except any that may attach after date of closing through acts of the seller, or any taxes or assessments which shall hereafter be levied against the real estate, and subject to the following:

**EASEMENTS AND RESERVATIONS 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 or earlier if in possession so long as purchaser is not in default hereunder. The purchaser covenants to keep this 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 real estate after the date purchased is entitled to possess.

(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 the 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 or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may declare all or all the purchaser's rights hereunder terminated, and upon his 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 shall 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, whether judgment be given 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 be given in such suit, 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 at the date such suit is commenced, which sum shall be included in the 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 Prokesel*

*Lucille Prokesel*

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me William Prokesel & Lucille Prokesel, 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 on this 5th day of August, 1977.

*William G. O'Brien*  
Notary Public in and for the State of Washington

residing at Vancouver

64608

SAFECO TITLE INSURANCE COMPANY



Filed for Record at Request of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

REGISTERED
INDEXED, D.R.
INDIRECT
RECORDED
COMPARED
MAILED

THIS STAMP RESERVED FOR RECORDER'S USE	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<i>William G. O'Brien</i>	
ON AUGUST 10, 1977	
AT 1:30 P.M.	
WAS RECORDED IN BOOK 7.3	
OF SKAMANIA COUNTY, WASHINGTON	
RECORDER OF SKAMANIA COUNTY, WASHINGTON	
COUNTY AUDITOR	