

SAFECO
S-0629
7-5-2-1500REAL ESTATE CONTRACT
(FORM A-1964)

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

WILLIAM PROSEL and LUCILLE PROSEL, husband and wife,

As seller called the "seller," and
the other called the "purchaser."CLARENCE C. SMITH and ROSEMARY SMITH, husband and wife, and
HAROLD DEAN SMITH, a single man.AGREEMENT: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described
LOT NUMBER, with the appearances, in
SEAHAMIA

County, State of Washington:

See Attached Legal Description.

SUBJECT TO: Contract of Sale, dated June 15, 1971, 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 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 79.36.240, said reservations being enforceable by the State of Washington on payment of reasonable compensation therefor; Easements of record.

The terms and conditions of this contract are as follows: The purchase price is TWELVE THOUSAND FIVE HUNDRED AND NO/100ths \$ 12,500.00 Dollars, of which

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

as more or purchaser's option, on or before the 5th day of September, 1977, to 77
ONE HUNDRED FORTY-THREE AND 93/100ths----- \$ 143.93 Dollars,

as more or 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.

Any agreement to be made hereunder shall be made at the 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.

No. 5029
TRANSACTION EXCISE TAX

AUG 1 1977
Amount Paid \$ 125.00

As referred to in this contract, "date of closing" shall be

August 15, 1977 Skagit County Superior Court Clerk's Office

12. The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to put same subject to, any taxes or assessments now or hereafter on said real estate, the purchaser agrees to pay the same before delinquency.

13. 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.

14. 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 statement respecting the condition of any improvements thereon nor shall the purchaser or seller or the assignee 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.

15. 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 cause of cancellation. 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 removing 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 destroyed 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.

16. That 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 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. Standard 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 (16) shall be deemed defects in seller's title.

17. If seller's title to said real estate is subject to an existing contract or contract 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 amount unpaid owing due the seller under this contract.

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 A ONE-HALF INCH IRON ROD ON THE WEST LINE OF SAID NW 1/4
SOUTH 00° 30' 59" WEST, 1,204.28 FEET FROM THE NORTHWEST CORNER OF
SAID SECTION 16; THENCE SOUTH 00° 30' 59" WEST ALONG SAID WEST LINE
901.00 FEET TO A ONE-HALF INCH IRON ROD; THENCE EAST 461.06 FEET TO
THE CENTERLINE OF A ROAD; THENCE FOLLOWING SAID CENTERLINE NORTH
05°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°19'00" EAST 150.49 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 165.33 FEET; THENCE ALONG THE ARC OF A 150 RADIUS
CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 46.77 FEET; THENCE NORTH
05°00'00" EAST 207.18 FEET; THENCE LEAVING SAID CENTERLINE WEST
499.51 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 814, 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, 206.10 FEET; THENCE ALONG THE ARC OF A
200 FOOT RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 130.38
FEET; THENCE NORTH 77°56'00" WEST, 371.21 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°56'00" EAST, 100.59 FEET; THENCE ALONG THE ARC
OF A 400 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 111.70
FEET; THENCE NORTH 59°26'00" EAST, 101.40 FEET; THENCE ALONG THE ARC
OF A 200 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 180.23
FEET; THENCE NORTH 11°43'00" WEST, 163.52 FEET; THENCE ALONG THE ARC
OF A 1131.08 FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 117.92
FEET; THENCE NORTH 00°41'50" WEST, 163.52 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, 150.49 FEET; THENCE ALONG THE ARC
OF A 150 RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 99.57 FEET;
THENCE NORTH 12°43'00" WEST, 165.33 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°00'00" EAST, 342.59 FEET; THENCE ALONG THE ARC OF A 200
FOOT RADIUS CURVE TO THE LEFT FOR AN ARC DISTANCE OF 89.96 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°46'00" WEST, 125.71 FEET; THENCE ALONG THE ARC OF A 100 FOOT
RADIUS CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 135.67 FEET; THENCE
NORTH 309.41 FEET TO THE CENTER OF A 50 FOOT RADIUS CUL-DE-SAC AND THE
TERMINUS OF SAID EASEMENT AT A POINT SOUTH 13°04'49" EAST, 368.58 FEET
FROM THE NORTHWEST CORNER OF SAID SECTION 16.

(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 statutory warranty fulfillment deed to said real estate, encumbered with part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through the quiet title action, than the seller, and subject to the following:

Basements of record; Deed from the State of Washington, which hold title to all real property subject to reservation of oil, gas, coal, coke, minerals, and the like 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, 79.35.010, and 79.35.020, no reservations being enforceable by the state of Washington in payment of compensation 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 or at such time as the seller has possession to 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. This 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 for 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 for 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 of this 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 his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller for liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by this seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Served 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 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.

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

Harold Dean Smith
Harold Dean Smith

William Proksel
William Proksel

Luceille Proksel
Luceille Proksel

Clarence C. Smith
Clarence C. Smith

Rosemary Smith
Rosemary Smith

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 and who executed the within and foregoing instrument, and acknowledged that

they signed the same as their

free and voluntary act and done

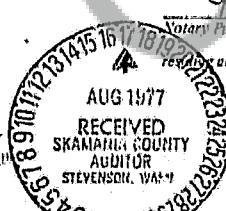
for the uses and purposes therein mentioned.

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

Daren A. Ellison
Notary Public in and for the State of Washington

Dennis Handel

Notary Public in and for the State of Washington residing at Bellingham. Given under my hand and official seal this 11th day of August, 1977



84659

THIS APPEAL BEING MADE FOR RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OF WRITING, FILED BY

Mr. & Mrs. Proksel

ON August 17, 1977

AT Woodland, WA

WAS RECORDED IN BOOK 73

OF Deeds AT PAGE 313

RECORDS OF SKAMANIA COUNTY, WASH.

John T. Johnson

COUNTY AUDITOR



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of
Mail To:

| |
|---------------|
| REGISTERED |
| INDEXED: DIR. |
| INDIRECT: |
| RECORDED: |
| COMPARED |
| MAILED |

NAME Mr. & Mrs. William Proksel

ADDRESS 131 Fredrickson Road

CITY AND STATE Woodland WA