

83689

BOOK 72 PAGE 375

Pioneer National
Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 5th day of March, 1975,
between WILLIAM PROKSEL & LUCILLE PROKSEL, husband and wife,
hereinafter called the "seller," and NED A. OLSON & ROSE OLSON, 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 to, and improvements on, the same, to-wit:

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 1/2" iron pipe at the Northeast corner
of said Northwest Quarter Section 16. Thence South 01° 00' 00"
West along the East line of said Northwest Quarter 177.61
feet to a 1/2" iron rod;

THENCE South 70° 00' 00" West 1759.69 feet to the center-
line of a road;

THENCE North 05° 03' 00" West along said center line
112.17 feet;

THENCE along the arc of a 60 foot radius curve to the
left for an arc distance of 98.61 feet;

THENCE leaving said centerline, North 53° 59' 27" East
19.27 feet to a 1/2" iron rod on the right of way line of
said road;

THENCE North 39° 59' 00" East 415.10 feet;

THENCE North 59° 10' 00" East, 1185.76 feet to the
POINT OF BEGINNING.

CONTAINING 14.63 acres more or less;

TOGETHER with and Subject to a 60 foot easement, the
centerline of which is described as follows;

BEGINNING AT A POINT in the center-
line of State Hiway 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 70.95 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 191.99 feet;
 thence North 50° 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° 13' 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° 40' 00" East 485.71 feet;
 thence along the arc of a 153.195 foot radius curve to the left
 for an arc distance 30.64 feet;
 thence North 26° 13' 00" East 274.54 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° 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 80° 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° 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° 12' 44" East 2029.73 from the Northwest
 corner of said Section 16.

(6) If seller's title to said real estate is subject to any 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 purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

The terms and conditions of this contract are as follows: The purchase price is Twelve thousand six hundred and no/100-----(\$ 12,600.00) Dollars, of which Fifteen hundred and no/100-----(\$ 1500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred seven and 44/100-----(\$ 107.44) Dollars, or more at purchaser's option, on or before the 10th. day of April, 1975, and One hundred seven and 44/100-----(\$ 107.44) Dollars, or more at purchaser's option, on or before the 10th. 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 Eight per cent per annum from the 10th. day of March, 1975, 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 4005 S.W. 195th. Aloha, Oregon 97005 or at such other place as the seller may direct in writing.

Purchaser further agrees to pay an additional payment of \$3500.00 on or before July 10, 1975

4548
No.
TRANSACTION EXCISE TAX

MAR 9 - 1977

Amount Paid \$ 3500.00

As referred to in this contract, "date of closing" shall be March 10, 1975

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied, granted and levied hereafter 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 purchase subject to, any tax 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the agents 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 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 consideration 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 (insert name of 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.

RECORDED
MAR 10 1975

(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 purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(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 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. The 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 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 15% 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 in or to 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 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 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 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 sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure in 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.

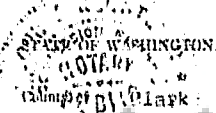
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

William Proksel (REAL)

Lucille Proksel (REAL)

Notary Public (SEAL)

Charles Adams (SEAL)



On this day personally appeared before me William Proksel & Lucille 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 their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

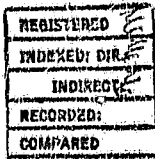
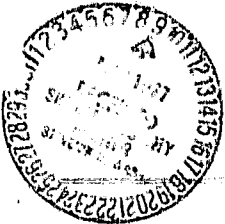
day of

March, 1975

Notary Public
Notary Public for the State of Washington,

residing at Vancouver

83689



STATE OF WASHINGTON	1975
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WIT. NO. FILED BY	
<i>William Proksel & Lucille Proksel</i>	
ON <i>March 2</i> 1975	
AT <i>Vancouver</i> 11:00 A.M.	
WAS RECORDED IN BOOK <i>72</i>	
OF <i>1000</i> PAGE <i>375</i>	
RECORDED ON SKAMANIA COUNTY, WASH.	
<i>Notary Public</i>	
COUNTY CLERK	

97006

William Proksel

March 2 1975

Notary Public

Charles Adams

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