

# REAL ESTATE CONTRACT

First National  
 Title Insurance Company  
 Washington, D. C.

This CONTRACT, made and entered into this 27th day of April, 1971

between Dean Vogt, and Lois Vogt, husband and wife and  
 William Prosser and Lucille Prosser, husband and wife

and Robert F. Disdier and Jeanette B. Disdier, husband and wife

Witnesses called the undersigned

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 \_\_\_\_\_ County, State of Washington:

The North half of the Southeast quarter of the Southeast quarter of Section 23,  
 Township 2 North, Range 5 E, N. M.

The terms and conditions of this contract are as follows: The purchase price is (\$ 7,950.00 ) Dollars, of which  
 Seven thousand nine hundred fifty and no/100----- (\$ 1,792.50 ) Dollars have  
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:  
 Sixty seven and 50/100----- (\$ 67.50 ) Dollars,  
 or money at purchaser's option, on or before the 27th day of May, 1971,  
 and sixty seven and 50/100----- (\$ 67.50 ) Dollars,  
 or money at purchaser's option, on or before the 27th 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% per cent per annum from the 27th day of April, 1971,  
 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.

The entire contract to be paid in full before 27 April, 1979.

No. 658  
 TRANSACTION ENCLOSE TAX

MAY - 5 1971

Attest: \_\_\_\_\_  
 Charles County Treasurer



As referred to in this contract, made or entering into this April 27, 1971.

- (1) The purchaser assumes and agrees to pay before delinquency of 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 assumed payment of any mortgage, contract or other encumbrance, 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 vandalism 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 receipts 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 the risk 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 of said real estate 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 expenses 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 of said real estate.
- (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 a bona fide title insurance company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defects in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
  - a. Defects 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 purports to pay, none of which for the purposes of this paragraph (5) shall be deemed defects in seller's title.

(8) If a purchaser fails to pay the purchase price or interest on the purchase price as provided in the contract, the purchaser shall be liable to the seller for the purchase price and interest on the purchase price as provided in the contract. The purchaser shall be liable to the seller for the purchase price and interest on the purchase price as provided in the contract. The purchaser shall be liable to the seller for the purchase price and interest on the purchase price as provided in the contract.

Easement for road and utility purposes, 30' in width from the west end of County Road #1214 to the North Line of subject property over and along the existing logging road.

(9) 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 other purpose than that for which it was originally intended.

(10) In case the purchaser fails to make any payment hereunder provided for 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, shall be payable by purchaser on seller's demand, or without prejudice to any other right the seller may have by reason of such default.

(11) 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 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 prepaid, return receipt requested, directed to the purchaser at his address last known to the seller. 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 anything necessary 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.

*Hubert L. Wiegman* (SEAL)  
*Josephine B. Wiegman* (SEAL)  
*William Prokser* (SEAL)  
*Lucille Prokser* (SEAL)  
*Dean Vogt* (SEAL)  
*Lois Vogt* (SEAL)

STATE OF WASHINGTON,  
County of Clark

On this day personally appeared before me Dean Vogt, Lois Vogt, William Prokser and Lucille Prokser 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 27th

day of April, 1971

*Hubert L. Wiegman*  
Notary Public in and for the State of Washington,  
residing at Vancouver



73392

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE OFFICIAL INSTRUMENT OF WRITING, FILED BY Hubert L. Wiegman OF Clark County, WA AT 2:00 P.M. May 5, 1971 WAS RECORDED IN BOOK 62 OF Clark AT PAGE 121 RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR  
JEN. B. HODGSON

REGISTERED 8  
INDEXED: DIR. 8  
INDIRECT: 8  
RECORDED:  
COMPARSED  
MAILED

TO RECORD IN BOOK 62 PAGE 121  
RECORDING STATE OF WASHINGTON  
NOTARY PUBLIC HUBERT L. WIEGMAN