

46545

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND executed this date by ROBERT C. PRINDLE and LOUISE A. PRINDLE, husband and wife, hereinafter referred to as Sellers, and LEON P. MONTCHALIN and YVONNE MONTCHALIN, husband and wife, hereinafter referred to as Purchasers,

W I T N E S S E T H:

For and in consideration of the covenants hereinafter provided, the Sellers hereby agree to sell and convey to the Purchasers, and the Purchasers agree to purchase of the Sellers the below described real property hereinafter referred to as "the premises" or "the property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY situate in the County of Skamania, State of Washington:

The Southeast quarter ($SE\frac{1}{4}$) of Section 2, Township 1 North, Range 5 East of the Willamette Meridian, and also,

All that portion of the Northwest quarter of the Northeast quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$) and of Government Lot 4 of Section 11, Township 1 North, Range 5 East of the Willamette Meridian lying northerly of State Highway No. 8, excepting therefrom the tract of land heretofore conveyed to J. J. Ryan by deed recorded in Book "T" of Deeds, page 468, records of said county, including the right of access to said excepted tract from the said State Highway;

And also the West one-half of the Southwest quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$) and all that portion of the Southeast quarter of the Southwest quarter and of the Southwest quarter of the Southeast quarter of Section 1, Township 1 North, Range 5 East of the Willamette Meridian lying northerly of State Highway No. 8, excepting therefrom the following tracts: A tract of land heretofore conveyed to Loyd O. Ward by deed recorded in Book B of Deeds at page 350, and in Book 35 of Deeds at page 276, records of said County; and the tract of land heretofore conveyed to Wright Harris by deed recorded in Book "X" of Deeds at page 457, records of said County, and except that tract heretofore conveyed to George H. Perry by deed recorded in Book 28, at page 214, records of said County;

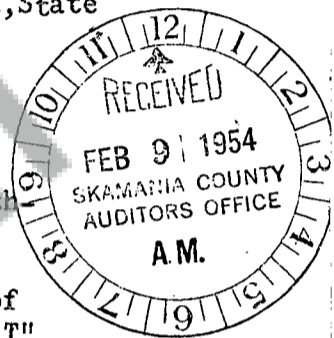
SUBJECT to easements granted to Northwestern Electric Co. and to the United States for electric power lines, and subject also to leases and easements granted to the State of Washington for highway purposes.

And EXCEPT that grantors reserve unto themselves, and each of them, and estate for the duration of their lives in the rock quarry located in the Southeast quarter of the Southeast quarter of Section 2, Township 1 North, Range 5 East of the Willamette Meridian including the right to the rents and profits from said quarry, the aforesaid rights to expire upon the death of the last of grantors.

AND AS CONDITIONS OF THIS CONTRACT, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: It is understood that the total purchase price is the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), which sum shall be paid in full within four (4) years of the date of this contract.

JACKSON & MILLER
ATTORNEYS AT LAW
CAMAS, WASHINGTON



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The unpaid balance of the purchase price from time to time shall bear interest at the rate of three (3) per cent per annum, said interest to be payable annually on the first day of January of each year, commencing on January 1, 1955.

2. SALE OR REMOVAL OF TIMBER: It is understood that the lands above described contain merchantable timber and Purchasers shall be privileged to cut and remove said timber at any time so long as the sum of Eight dollars (\$8.00) per one thousand board feet of said timber so cut and removed shall be paid to Sellers to apply on the unpaid balance of this contract. It is understood that Purchasers shall account to Sellers for all timber cut and removed as above provided at the end of each quarter-year period.

It is likewise understood that Purchasers may, at their election, sell any of said timber as stumpage, so long as Purchasers shall likewise pay to Sellers the sum of \$8.00 per one thousand board feet for said timber sold as stumpage likewise to apply upon the unpaid balance of the purchase price. In event of said sale as stumpage, Sellers agree, upon request of Purchasers and upon the aforesaid payment being made, to convey to Purchasers such portions of the above described tract as shall be so sold as stumpage.

3. TAXES: It is agreed that Sellers have paid the real property taxes for the year 1953 and all prior years. Purchasers covenant to seasonably pay all subsequent taxes and assessments levied on said property.

4. POSSESSION, USE AND TITLE: Purchasers shall have the right to the possession of said premises from the date of this contract and during such times as the same shall not be in default. Sellers reserve the right to enter upon the premises at reasonable times to determine that this contract is being performed.

Purchasers covenant to use the premises in a lawful manner; to use due care and good workmanship in the cutting and removal of any timber, and to comply with all laws and regulations of the State of Washington or other competent Governmental authority relating to said removal of timber. Purchasers further agree to indemnify and save Sellers harmless from any and all claim or liability arising out of Purchasers performance of this contract. Sellers agree to execute any requests for timber cutting permits that may be required.

Sellers covenant upon the complete performance of this contract to deliver to Purchasers a warranty deed conveying the property as hereinabove described free and clear of all liens or encumbrances, but Sellers shall not warrant against any liens or encumbrances created or suffered to be created by Purchasers subsequent to the date of this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchasers in payment of the several sums hereinbefore provided, or in event of the failure or neglect of Purchasers to perform the several terms and conditions of this contract and said default having continued for a period of 15 days after notice to perform, then Sellers may declare Purchasers interest hereunder forfeited and may repossess the premises and property retaining any sums theretofore paid as liquidated damages for such failure to perform, and for the use and occupancy of the premises. Sellers may, in the alternative, bring action on any intermediate installment that may become due hereunder or upon any payment for taxes or otherwise made by Sellers and repayable by Purchasers, and the institution of such action shall not constitute an election not to proceed otherwise as to any subsequent default. The waiver by Sellers of any breach of this contract shall not be construed as a waiver of any such covenant or of any future breach

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of any term of this contract.

this 5th IN WITNESS WHEREOF the parties have executed this instrument
day of February, 1954.

Robert C. Prindle
Robert C. Prindle

Louise A. Prindle
Louise A. Prindle

Sellers

Leon P. Montchalin
Leon P. Montchalin

Yvonne Montchalin
Yvonne Montchalin

Purchasers

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this day personally appeared before me ROBERT C. PRINDLE, LOUISE A. PRINDLE, LEON P. MONTCHALIN and YVONNE MONTCHALIN, to me known to be the individuals 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 5th day of
February, 1954.

Jefferson D. Miller
Notary Public in and for the State
of Washington;
Residing at Camas, therein.

NO. 1065
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID FEB 9 1954
AMOUNT \$2.50
COUNTY TREASURER
BY Mae G. Peters

J. S. O.
LPM