

AMENDED REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between LEON P. MONTCHALIN and YVONNE MONTCHALIN, husband and wife, hereinafter referred to as "Seller", and KENNETH G. FOSTER and DORIS M. FOSTER, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

WHEREAS, the parties herein entered into a Real Estate Contract bearing date of June 8, 1952, providing for the sale and purchase of the below described property, and the parties desiring now to cancel said contract and substitute therefor the terms and provisions of this instrument,

NOW THEREFORE, in consideration of the mutual agreements hereinafter contained, the Seller does hereby agree to sell and convey to Purchaser, and the Purchaser does hereby agree to buy of the Seller, the following described real property, hereinafter referred to as the "property" or the "premises", upon the terms and conditions herein provided, said real property being situate in the County of Skamania, State of Washington, and described as follows:

All that portion of the Samuel and Mary Jane Hamilton Donation Land Claim designated as claim No. 40, being parts of Sections 19, 20, 29 and 30, in Township 2 North, Range 7 East of the Willamette Meridian, lying on the southerly side of Primary Highway No. 8.

ALSO the Samuel M. Hamilton Homestead being Lots 1, 5 and 6, of Section 29, and Lots 5 and 6 of Section 30, Township 2 North, Range 7 East of the Willamette Meridian.

ALSO all lands commonly designated as shore lands fronting and joining the premises above described.

ALSO that portion of the Johnson Donation Land Claim lying and being in Section 29, Township 2 North, Range 7 East of the Willamette Meridian.

EXCEPT from the above parcels of land approximately twenty (20) acres conveyed to Warren Packing Company, dated February 26, 1925, and recorded at page 268, Book "U" of Deeds, Records of Skamania County, Washington;

ALSO EXCEPTING those tracts of land conveyed to the State of Washington by deed dated February 14, 1949, and recorded at page 315 of Book 32 of Deeds, and easement conveyed to the State of Washington by deed dated January 28, 1949, and recorded at page 316 of Book 32 of Deeds, Records of Skamania County, Washington;

ALSO EXCEPTING all roads and highways over and across the said real property; which roads and highways are public roads.

ALSO EXCEPTING a strip of land acquired by the Spokane, Portland & Seattle Railway Company and the United States of America adjacent thereto for railroad purposes, together with the easements, privileges and rights appurtenant thereto or connected therewith.

TOGETHER WITH the right to lay water pipe line from a point on the bank of Carpenter Creek near the quarter corner on the South line of Section 17, Township 2 North, Range 7 East of the Willamette Meridian; thence in a southerly direction and following the East line of the S. M. Hamilton Donation Land Claim to the Evergreen Highway;

together with the right to enter upon said lands at reasonable times and places for the purpose of inspecting, repairing and maintaining said pipe line; PROVIDED HOWEVER, that in event said pipe line shall not have been installed within five (5) years of the date of the execution of this contract, said right and privilege for pipe line shall cease and terminate.

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

1. CONSIDERATION AND PAYMENT: The total purchase price is the sum of Fifty thousand dollars (\$50,000.00), of which Purchaser has paid to Seller the sum of Seventeen thousand two hundred sixty-six and 52/100 dollars (\$17,266.52). Upon the execution hereof, the receipt whereof Seller hereby acknowledges. It is agreed that the aforesaid payment has been made in the form of an assignment and conveyance of the vendors interest in an executory real estate contract regarding real property in Wasco County, Oregon, executed on September 27, 1954, between Purchaser herein as vendor and one Lois J. Koopman, as vendee. Purchaser hereby guarantees the performance and payment of said real estate contract by the vendee or the vendee's successor in interest, and agrees that any loss suffered by Seller on account of the same may, at Seller's option, be added to the unpaid balance of this contract. The unpaid principal balance of this contract in the present amount of \$32,733.48, and the deferred balances of the same from time to time hereafter, shall bear interest from the date of this instrument at the rate of four (4%) percent per annum, and said principal and interest shall be paid by Purchaser as follows:

The sum of \$1250.00, plus accrued interest, on or before December 1, 1956.

The sum of \$1250.00, plus accrued interest, on or before June 1, 1957.

The sum of \$1500.00, plus accrued interest, on or before December 1, 1957.

The sum of \$1500.00, plus accrued interest, on or before June 1, 1958.

The sum of \$1750.00, plus accrued interest on or before December 1, 1958.

The sum of \$1750.00, plus accrued interest on or before June 1, 1959.

The sum of \$2000.00, plus accrued interest, on or before December 1, 1959.

The sum of \$2000.00, plus accrued interest, on or before June 1, 1960.

The sum of \$2250.00, plus accrued interest, on or before December 1, 1960, and a like sum of \$2250.00, plus accrued interest, being due on or before the first day of June and December of each year thereafter until said purchase price and interest is paid in full. The entire unpaid balance may be paid at any time without penalty.

2. ASSIGNMENT OR SALE: Purchaser covenants that he will not assign, transfer, sell, encumber, lease, or in any other manner alienate his interest in this contract or the property covered thereby, in whole or in part, without the written consent of the Seller, and any such purported assignment, sale or encumbrance shall be void and of no effect. In event Purchaser shall, with Seller's consent, sell, assign, or otherwise transfer his interest in this contract, or the property covered herein, within ten (10) years of the date of this contract, or in

event said property or any part thereof shall be taken for public use by eminent domain proceedings, then it is agreed that one-half ($\frac{1}{2}$) of such gross sale price or condemnation award in excess of \$50,000.00, shall be paid to Seller. The foregoing agreement shall remain in full force and effect for said ten (10) year period notwithstanding Purchaser's earlier performance of this contract in full, and shall be deemed a covenant running with the said lands and a binding upon Purchaser, his heirs or assigns for said ten (10) year period.

3. INSURANCE AND TAXES: It is understood that the annual real property taxes on the premises are now in arrears. Purchaser covenants to pay all real property taxes now owing on the premises by November 1, 1956, and to seasonably pay all such taxes and assessments hereafter levied on the property. Purchaser further covenants to keep all buildings now existing or hereafter constructed on the premises, so long as said buildings shall have an insurable value, insured against fire in a reputable company, with proceeds of the said insurance payable to Purchaser and Seller as their interests may appear, all of said policies of insurance to be delivered to Seller. The proceeds of any such insurance may, at Purchaser's option, be applied to the repair or rebuilding of any such buildings, but any such proceeds as may be paid to Seller shall be credited to the balance of the contract.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the exclusive possession of premises upon the execution and delivery of this contract, and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at reasonable times to inspect and determine that this contract is being performed. Purchaser covenants to use the property solely as a private farm and to comply with all provisions of law in connection with said use, to commit no waste, to keep the fences and improvements thereon in a good state of repair and in all things to employ good husbandry in his use and occupancy of the premises. Any buildings, fences or permanent improvements erected on the property shall constitute fixtures and shall be and remain a permanent part of the real estate. Purchaser agrees to cut no green fir trees on the mainland portion of said property lying East of Hamilton Creek except with Seller's written consent. In the event Seller shall grant such consent then the gross proceedings from the sale of said timber shall be paid to Seller to be applied upon the unpaid balance of this contract. Purchaser further covenants to seasonably pay all charges for repairs, improvements, utilities or other charges in connection with his use of said property to the end that the same shall not become liens on the premises. In the event Purchaser shall fail or neglect to make any such payments for repairs, improvements, utilities, taxes, insurance, or otherwise, as hereinabove provided to be paid by Purchaser, then the Seller may, at his election, make any such payments and the amount so paid shall be repayable by Purchaser on demand, or Seller may, at his option, add the amount thereof to the unpaid balance of this contract.

Seller covenants upon the complete performance of this contract to deliver to Purchaser a Warranty Deed conveying the property as hereinbefore described to Purchaser, free and clear of all liens or encumbrances as of the date of this contract, but Seller shall not warrant against any liens or encumbrances created or suffered to be created by Purchaser subsequent to the date of this contract.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and

said default having continued for a period of 15 days, then Seller may declare Purchaser's 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. Seller may, in the alternative, bring action on any intermediate over due installments or upon any payments made by Seller and repayable by Purchaser, and the institution of such action shall not constitute an election not to proceed otherwise as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract, then Purchaser agrees to pay a reasonable sum as attorney's fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered United States mail, addressed to the Purchaser, General Delivery, North Bonneville, Washington, or to such other address as Purchaser may designate in writing.

25th IN WITNESS WHEREOF, the parties have executed this instrument this day of October, 1956.

Leon P. Montchalin
Leon P. Montchalin

Kenneth G. Foster
Kenneth G. Foster

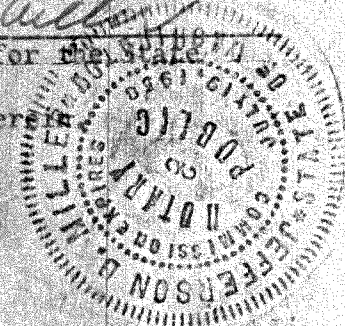
Yvonne Montchalin
Yvonne Montchalin

Doris M. Foster
Doris M. Foster

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this day personally appeared before me LEON P. MONTCHALIN, YVONNE MONTCHALIN, KENNETH G. FOSTER and DORIS M. FOSTER, 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 25th day of October, 1956.

Jefferson L. Pailley
Notary Public in and for the State
of Washington;
Residing at Camas, there is


No. 2024
TRANSACTION EXCISE TAX

2024-1-1556
Amended Real Estate Contract
Mabel J. Jetter
Bismillah County Treasurer
Or Amitha S. Hutcherson, Deputy