

AMENDED REAL ESTATE CONTRACT

This AMENDED REAL ESTATE CONTRACT entered into this date between EVA G. POHL, individually and as executrix of the Estate of Albert C. Pohl, deceased, hereinafter referred to as "Seller", and GAYLORD W. SHIVELEY and MILLIE H. SHIVELEY, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

WHEREAS, Albert C. Pohl and Eva G. Pohl, husband and wife, as Seller, and Purchaser entered into a Real Estate Contract bearing date of April 22, 1954, providing for the purchase and sale of the below described property, and the parties desiring to amend said contract as hereinafter provided,

NOW THEREFORE, for and in consideration of the mutual agreements hereinafter provided it is agreed that the aforesaid Real Estate Contract executed on April 22, 1954, is modified and amended as hereinafter provided in this instrument, and Seller does hereby agree to sell and convey to Purchaser and Purchaser agrees to buy of Seller the following described real property hereinafter referred to as the "premises" or "property", situated in Skamania County, Washington, to-wit:

The South one-half of the Southeast quarter of Section Nineteen (19), Township Two (2) North, Range 5 East of the Willamette Meridian, containing 80 acres, more or less, and

The West half of the Northeast quarter and the North half of the Southeast quarter of Section Thirty (30), Township Two (2) North, Range 5 East of the Willamette Meridian, containing 160 acres, more or less, and

The Southeast quarter of the Northwest quarter of Section Thirty (30), Township Two (2) North, Range 5 East of the Willamette Meridian, containing 40 acres, more or less,

EXCEPT THEREFROM the 4 acre tract heretofore conveyed to Skamania County School District No. 5, and except the 1 acre heretofore conveyed to Max Rusav, et ux, by Deed recorded at page 246, Book "X" of Deeds, records of said County, and

SUBJECT TO the easement to the United States Government for the Bonneville Power Administration Electric power lines and SUBJECT TO the easement for electric power transmission lines to Pacific Light and Power Company by Deed recorded at page 75, Book 28 of Deeds, records of said County.

EXCEPTING AND RESERVING unto Seller for the balance of her life the dwelling she is now occupying together with the acre of ground upon which the same is located and including the two woodsheds used in connection with said dwelling. Seller's obligation concerning the use of said reserved portion is limited to the payment of the annual real property taxes levied thereon and the maintenance of adequate insurance.

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 Eighteen thousand five hundred dollars (\$18,500.00), of which Purchaser has paid to Seller the sum of Five hundred dollars (\$500.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$18,000.00 shall be due and payable in annual installments of not less than Eighteen hundred dollars (\$1800.00). The unpaid balances of the purchase price from time to time shall bear interest from the date of this contract

at the rate of four and one-half percent ($4\frac{1}{2}\%$) per annum, and the aforesaid annual installments shall be first applied in payment of said interest and the balance of the same shall be credited to the principal. The annual installments above provided shall commence on the 1st day of March, 1959, and shall continue on the 1st day of March of each year thereafter until the entire balance of the purchase price and interest is paid in full. PROVIDED HOWEVER, that if Purchaser shall make the aforesaid annual installments of \$1800.00 on or prior to the due date of the same for eleven (11) consecutive years commencing on March 1, 1959, and shall otherwise perform the terms and conditions in this contract, then upon the payment of the eleventh (11th) such installment this contract shall be deemed performed by Purchaser, and Seller shall thereupon convey the title to said property to Purchaser as provided in item numbered "5" below. It is understood that the parties are now negotiating with the United States Department of Agriculture for the purpose of leasing the farmable lands within the premises to said department under the Federal Soil Bank Program. It is agreed that all annual or other rental payments paid on account of such soil bank lease shall be made to Seller and shall apply upon the annual installments provided above.

2. ASSIGNMENT: Purchaser covenants that he will not assign, transfer, sell, encumber, contract to sell or assign, transfer the possession of said property, or in any manner alienate his interest in this contract or the property covered thereby, in whole or in part, except with the written consent of the Seller. Any such purported alienation as aforesaid shall render this contract subject to forfeiture at the election of Seller. Seller hereby consents to the execution of the soil bank lease mentioned above.

3. TAXES AND INSURANCE: It is understood that the real property taxes levied on the premises are now delinquent for approximately three (3) years last past. Purchaser covenants to pay all such real property taxes due on the premises for the calendar year 1958 and all prior years by January 1, 1959, and further covenants to pay all other real property taxes and other governmental assessments levied on the property prior to the due date of the same. Purchaser further covenants to keep the buildings on the premises continually insured against fire to the full insurable value on the same, with proceeds of said insurance payable to the parties as their interests shall appear. The aforesaid policies of insurance and any renewals of the same shall be delivered to Seller. It is particularly understood that in event of such loss or damage to the property and the payment of insurance proceeds to Seller, that any amounts so paid shall be credited upon the unpaid balance of this 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 the premises upon the execution 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 further covenants to use the premises in a lawful manner, to commit no waste and to use good husbandry in his use and occupancy of the property, to cut no green merchantable timber except with Seller's prior consent in writing, and in all things covenants to preserve and protect the property so as not to unreasonably diminish Seller's security interest therein. Purchaser particularly covenants to do and perform all things and acts required by the aforesaid soil bank lease to the United States Department of Agriculture. Purchaser covenants to seasonably pay all charges incurred to said premises for improvements, repairs, utilities or otherwise, to the end that the same shall not attach as liens on the property. In event Purchaser shall fail or neglect to make any such payment for taxes, repairs, insurance, utilities, improvements, or other charges to the premises that may become a lien thereon, then 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.

It is understood that the property is subject to a mortgage to Sam Angelo and Julia Angelo, husband and wife, as security for an obligation owing by Purchaser, which mortgage is in the present balance of approximately \$2500.00.

Purchaser covenants to pay and perform said mortgage to the end that the property shall not be jeopardized thereby, and Purchaser particularly covenants to commence payments thereon at the rate of not less than \$50.00 per month commencing on July 1, 1958.

Seller covenants upon the complete performance of this contract to deliver to Purchaser a Warranty Deed conveying the property as hereinabove described to Purchaser, free and clear of all liens or encumbrances as of the 22nd day of April, 1954, but Seller shall not warrant against any liens or encumbrances created or suffered to be created by Purchaser subsequent to the date aforesaid. Seller further agrees that when Purchaser has performed this contract to furnish to him a Purchaser's policy of title insurance in the amount of the purchase price insuring the title to said premises as above bargained to be conveyed, and which policy when furnished shall constitute Seller's sole duty to furnish title insurance or abstract of title.

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 overdue 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 covenant 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 or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney 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 or classified United States mail, addressed to the mailing address of the premises, or to such other address as Purchaser may designate in writing.

23rd IN WITNESS WHEREOF, the parties have executed this instrument this day of April, 1958.

Eva G. Pohl
Eva G. Pohl

Gaylord W. Shiveley
Gaylord W. Shiveley

Millie H. Shiveley
Millie H. Shiveley

No.

3572

SELLERTRANSACTION EXCISE TAXPURCHASER

CCT 2 4 1958

STATE OF WASHINGTON)

COUNTY OF CLARK)

SS

Amount Paid See Rec. # 1128Shane J. Geter
Skamania County TreasurerBy Beneley J. Shilling Dep.

On this day personally appeared before me EVA G. POHL, GAYLORD W. SHIVELEY and MILLIE H. SHIVELEY, 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 23rd day of April, 1958.

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