



REAL ESTATE CONTRACT

This contract, made and entered into this 6th day of June, 1960, by and between HARVEY O. KELCHNER, a divorced man, hereinafter referred to as the "Seller" and CARL A. RODGERS and LOIS C. RODGERS, husband and wife, hereinafter referred to as the "Purchaser",

WITNESSETH: The seller agrees to sell to the purchaser and the purchaser agrees to buy of the seller the following described real estate with appurtenances thereon, situated in Skamania County, Washington, together with certain personal property, in the form of machinery, more fully described in Annex "A". The real estate is more fully described as follows:

The Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 20, Township Three North, Range 10 East of the Willamette Meridian.

The terms and conditions of this contract are:

The purchase price is Six Thousand Two Hundred and no/100 (\$6,200.00) Dollars, it being understood that the value of the real property is Five Thousand and no/100 (\$5,000.00) Dollars and the value of the machinery covered hereunder being Twelve Hundred and no/100 (\$1200.00) Dollars, of which Two Thousand Two Hundred and no/100 (\$2,200.00) Dollars has been paid by the acceptance of a real estate mortgage on a second piece of property in Skamania County, Washington owned by the purchasers, and signed concurrently herewith. The balance of the Four Thousand and no/100 (\$4,000.00) Dollars due under this contract together with the Two Thousand Two Hundred and no/100 (\$2,200.00) Dollars on the note and mortgage shall be paid as follows:

In annual installments of Five Hundred and no/100 (\$500.00) Dollars or more each, beginning on or before the 15th day of May, 1961, and continuing annually thereafter on or before the 15th day of May of each succeeding year until the whole balance of the purchase price, both principal and interest shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at the rate of 6 per cent per annum, and from each payment shall first be deducted interest to date, on the entire balance of the contract and note, and the balance shall then be applied first to the principal on the note and mortgage and then subsequently to the balance due on this contract. Permission is granted to the purchaser to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made.

The purchaser is entitled to take possession of the premises as of June 6th, 1960. Interest on this contract and on the note and mortgage shall commence as of the date of taking possession.

The purchaser agrees to pay before delinquency all taxes and assessments that may become a lien on the premises. The purchaser agrees to keep the buildings now on the premises insured in favor of the seller and purchaser as their interest may appear to a minimum value of the outstanding principal on this contract together with the outstanding principal on the note and mortgage.

1 mortgage, against loss or damage by fire..

2 The purchaser assumes all hazards of damage to or
3 destruction of any improvements now on said land or hereafter
4 to be placed thereon, and of the taking of the said premises
5 or any part thereof for public use.

6 In case the purchaser shall fail to make any payments
7 hereinbefore provided by the purchaser to be made, the seller may
8 make such payments and any amount so paid by the seller, together
9 with interest thereon from date of payment until repaid at the
10 rate of 10 per cent per annum shall be repayable by the purchaser
11 on demand, all without prejudice to any other rights which the
12 seller might have by reason of such default.

13 The purchaser agrees that full inspection of said
14 described premises has been made and that neither the seller nor
15 assigns shall be held to any covenant respecting the condition of
16 any improvements on said premises nor to any agreement for
17 alterations, improvements, or repairs, unless the covenant or
18 agreement relied on be in writing and attached to and made a
19 part of this contract. Purchaser agrees to keep the buildings
20 and all improvements in good repair and not to permit waste.

21 The seller agrees to provide the purchaser, upon full
22 compliance of all of the terms of this contract, a purchaser's
23 policy of title insurance, insuring the purchaser to the full
24 amount of the purchaser price against loss or damage by reason of
25 defect in the title of the seller to this real estate herein
26 described by reason of prior liens not assumed by the purchaser
27 in this contract.

28 It is further understood that the purchaser can not
29 cut nor remove any trees from the premises, without the written
30 consent of the seller, until this contract has been paid in full.

31 Time is the essence of this contract. In case the
32 purchaser shall fail to make any payments on the said purchase
price promptly at the time the same shall become due as herein-
before specified, or promptly to perform any covenant or agreement
aforesaid, the seller may elect to declare forfeiture and
cancellation of this contract and upon such election being made
all rights of the purchaser hereunder shall cease and determine
and all payments theretofore made by the purchaser shall be
retained by the seller in liquidation of all damages sustained by
reason of such failure.

Or the seller may elect to bring action, or actions,
on any intermediate installments, or on payments made by the
seller and repayable by the purchaser, it being stipulated that
the covenant to pay intermediate installments or to pay items
repayable by the purchaser are independent of the covenant to make
a deed and that every such action is an action arising on contract
for the recovery of money only, as if the promise to pay had been
expressed in a different instrument. No such action shall
constitute an election not to proceed otherwise as to any sub-
sequent default, and no waiver by the seller of any default on the
part of the purchaser shall be construed as a waiver to any
subsequent default.

In the event it should be necessary for the seller to
engage the services of an attorney to protect or enforce the
seller's rights under this contract, the purchaser agrees to pay

1 to the seller reasonable attorney's fees and costs of any action
2 which may be so required.

3 IN WITNESS WHEREOF the parties have hereunto placed
4 their hands and seals to this instrument in triplicate this
5 day and year first above written.

6 No. 3102

7 TRANSACTION EXCISE TAX

8 JUN 20 1960

9 Amount Paid \$50.00
10 Michael O. Donnell
11 Skamania County Treasurer
12 By Beverly J. Wahlberg, Dep.

Carl A. Rodgers
Loris C. Rodgers
Harvey O. Kelchner

13 STATE OF WASHINGTON)
14 County of Skamania)

15 I, the undersigned, a Notary Public, in and for the
16 State of Washington, hereby certify that on this 6th day of
17 June, 1960, personally appeared before me Harvey O. Kelchner,
18 a divorced man, to me known to be the individual described in
19 and who executed the foregoing instrument, and acknowledged that
he signed and sealed the same as his free and voluntary act and
deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year
last above written.

Notary Public in and for the State of
Washington, residing at Vancouver.

ANNEX "A"

- 1 John Deere Crawler Tractor
- 1 Dempster grain, seed and fertilizer drill
- 1 Bean sprayer with 300 gallon tank
- 1 International & McCormick Deering 7 foot Tandem disc
- 1 wheel barrow
- 1 spiked tooth harrow

May 15th 1960

Inventory of farm Machinery

1 John deere crawler Tractor	\$700.00
1 seed grain and fertilizer drill	250.00
1 Bean sprayer	200.00
1 7 foot tandem Disc	25.00
1 3 section spike tooth harrow	10.00
1 pressure grease gun	10.00
1 wheel barrow	3.00
3 Sprat guns	2.00
	<u>\$1200.00</u>