

WASHINGTON  
TITLE INSURANCE  
COMPANY

# REAL ESTATE CONTRACT

## CORPORATE FORM

THIS AGREEMENT, made and entered into this 13th day of February, 1961,  
between COLUMBIA VENEER CO., INC., a corporation,

hereinafter called the "seller," and R. M. HEGEWALD and HELEN HEGEWALD, his wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate, with the appurtenances, situate in the County of Skamania, State of Washington, to-wit:

A tract of land in the William M. Murphy D.L.C. in Sections 27 and 34, Township 3 North, Range 8 E.W.M. more particularly described as follows: Beginning at the southwest corner of the said Section 27; thence north 48° east 186 feet; thence north 24° east 330 feet; thence north 78° east 458 feet; thence north 89° east 175 feet; thence south 71° east 164 feet; thence south 76° east 95 feet; thence south 78° east 151 feet; thence north 86° east 212 feet; thence north 37° east 127 feet; thence north 08° east 289 feet; thence north 44° west 44 feet; thence north 15° west 50 feet; thence north 11° east to intersection with the southerly boundary of the Spokane, Portland & Seattle Railway Company's right of way; thence in a southeasterly direction following the southerly boundary of the said railway right of way to intersection with the east boundary line of the said William M. Murphy D.L.C.; thence south along the east line of the said William M. Murphy D.L.C. to the meander line of the Columbia River, said point being in the said Section 34; thence following the meander line of the Columbia River in a northwesterly direction to intersection with the west line of the said Section 34; thence north along the west line of the said Section 34 to the point of beginning;

ALSO all shore lands of the second class situated in front of and adjacent to or abutting upon that part of the William M. Murphy D.L.C. included in Section 34, Township 3 North, Range 8 E.W.M. with a frontage of 48.05 lineal chains, measured along the meander line of the Columbia River, according to a certified copy of the government field notes of the survey thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

SUBJECT TO flowage easement granted to the United States of America by deed dated January 21, 1936, and recorded March 3, 1936, at page 435 of Book Y of Deeds, granting the right to overflow the real estate under search with the backwaters formed by the Bonneville Dam up to the 95 foot contour line as determined by reference to the U.S.C. & G.S. datum.

Seller agrees to deliver to Purchaser within 60 days' of date hereof either Washington Title Insurance Company or Puget Sound Title Insurance Company standard policy insuring Purchaser against loss or damage by reason of defect in title in an amount not less than \$30,000.00, subject to the standard provisions of such policies of title insurance and the conditions hereof. In the event title cannot be made so insurable within 30 days' from the date hereof, all sums paid by Purchaser shall be refunded and all rights of Purchaser terminated, except that Purchaser may waive defects and elect to purchase.

The terms and conditions of this contract are as follows: The purchase price is Thirty Thousand and no/100 - - - - - (\$30,000.00) Dollars, of which Ten Thousand and no/100 - - - - - (\$10,000.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The additional sum of Ten Thousand Dollars (\$10,000.00) shall be paid on or before May 1, 1961, and the further additional sum of Ten Thousand Dollars (\$10,000.00) shall be paid on or before July 1, 1961. The deferred balance shall bear interest from February 13, 1961, at the rate of six per cent per annum, and the said installment due May 1, 1961, shall be applied first on account of interest and then on account of principal and all later accrued interest shall be paid together with the installment due July 1, 1961. PROVIDED, however, that on or before July 1, 1961, Purchaser shall procure and deliver to Seller an executed release from each of Skamania Loggers and Contractors, Inc., and Woodbury & Co., P. O. Box 3858, Portland 8, Oregon, in the form and manner attached hereto as Exhibit "A", and as of the date such release from Skamania Loggers and Contractors, Inc., is delivered to Seller, there shall be credited to Purchaser the sum of Four Thousand Eight Hundred Nine and 20/100 Dollars (\$4,809.20) on account of the afore-said deferred balance and, as of the date such release from Woodbury & Co., is delivered to Seller, there shall be credited to Purchaser the additional sum of Two Thousand Seven Hundred Ninety-Nine and 87/100 Dollars (\$2,799.87) on account of the said deferred balance.

The purchaser is entitled to take possession of said premises on the date hereof.

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

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

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient **warranty** deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore 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 any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or 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, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

No. 3308

**TRANSACTION EXCISE TAX**

FEB 16 1961

Amount Paid \$300.00

Maria O'Donoghue

Skamania County Treasurer

By Beverly S. Walling Rep.

COLUMBIA VENEER CO., INC.

By

President

By

Secretary

STATE OF WASHINGTON

County of King

On this 13th day of February, 1961, personally appeared F. L. JOHNSON and D. L. JOHNSON to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

*F. Robert Lee*  
Notary Public in and for the State of Washington,  
residing at Seattle.

Form L 38

**Real Estate Contract**

(CORPORATE FORM)

FROM

Columbia Veneer Co.

Inc.

TO

R. M. Hegewald

et al

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY

R. M. Hegewald

OF Skamania County, Wash.

AT 3:00 P. M. Feb. 16, 1961

WAS RECORDED IN BOOK 48

OF 1000 AT PAGE 325

RECORDS OF SKAMANIA COUNTY, WASH.

By Evelyn O'Donoghue

COUNTY AUDITOR

BY D. Wilson

DEPUTY

WASHINGTON TITLE INSURANCE COMPANY

SEATTLE, WASHINGTON

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|---------------|-----------|-----------|---------|
| INDEXED: DIR. | RECORDED: | COMPARED: | MAILED: |
| INDIRECT:     |           |           |         |