

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of June, 1961, between  
 FRANK WM. BIRKENFELD and LOUISE BIRKENFELD, hereinafter called the "seller" and  
 husband and wife,  
 IRWIN BROS. LOGGING CORPORATION, a corporation, hereinafter called the "purchaser,"

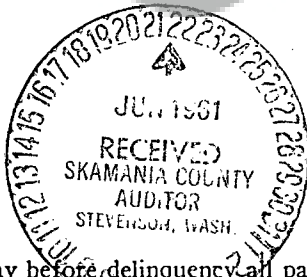
WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the  
 seller the following described real estate with the appurtenances, situate in Skamania County,  
 Washington:

A tract of land located in Section 27, Township 3 North, Range 8 E. W. M.  
 more particularly described as follows:

Beginning at a point marking the intersection of the west line of the Jos.  
 Robbins D. L. C. with the south line of the said Section 27; thence east  
 on the section line 620 feet; thence north 891 feet to the initial point  
 of the tract hereby described; thence following the westerly right of way  
 line of the county road known and designated as the Berge Road, said right  
 of way line being 20 feet from the center line of said road, in a north-  
~~west~~ westerly direction 179 feet; thence south 11° 30' west  
 400 feet to the northerly right of way line of said county road; thence  
 in a northeasterly direction along said right of way line 387 feet to the  
 initial point.

On the following terms and conditions: The purchase price is FIVE THOUSAND and No/100 - - -  
 - - - - - (\$ 5,000.00 ) dollars, of which  
 TWO HUNDRED FIFTY and No/100 - - - - - (\$ 250.00 ) dollars  
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
 purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Four  
 Thousand Seven Hundred Fifty and No/100 (\$4,750.00) Dollars as follows: Two Hun-  
 dred Fifty and No/100 (\$250.00) Dollars or more on or before July 1, 1961; and  
 the remaining balance in monthly installments of Seventy-Five and No/100 (\$75.00)  
 Dollars , or more, commencing on the 10th day of July, 1961, and on the 10th day  
 of each and every month thereafter until the full amount of the purchase price  
 together with interest shall have been paid. The said monthly installments shall  
 include interest at the rate of six (6%) per cent per annum computed upon the  
 monthly balances of the unpaid purchase price, and shall be applied first to  
 interest and then to principal. The purchasers reserve the right at any time  
 they are not in default under the terms and conditions of this contract to pay  
 any part or all of the unpaid purchase price, plus interest, then due.



No. 3410  
 TRANSACTION EXCISE TAX

JUN 2 2 1961

Amount Paid \$5,000.00

Michael A. Donnell  
 Skamania County Treasurer

By B. W. Miller, Jr.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be  
 made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by  
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and  
 also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation  
 thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises  
 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller  
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the  
 purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the  
 insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee;  
 (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste;  
 and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any pay-  
 ments required to be made on account of the mortgage, or to insure the premises as above provided, the seller  
 may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid  
 therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the  
 rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a **warranty** deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller ~~on full payment of the purchase price~~ will procure and deliver, to the purchaser, a title policy in usual form issued by the Puget Sound Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on **June 1, 1961,** and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

*Frank Wm Birkenfeld* (Seal)  
*Louise Birkenfeld* (Seal)  
 IRWIN BROS. LOGGING CORPORATION (Seal)  
 By *Ray Irwin* (Seal)

STATE OF OREGON  
 County of CLATSOP ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 17<sup>th</sup> day of June, 1961, personally appeared before me Frank Wm. Birkenfeld and Louise Birkenfeld, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their 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.

My commission expires June 26, 1962, 19

Notary Public in and for the state of Oregon  
 residing at NOTARY PUBLIC FOR OREGON  
 My Commission Expires June 26, 1962

PUGET SOUND  
 TITLE INSURANCE COMPANY

# REAL ESTATE CONTRACT

FROM

Frank Wm. Birkenfeld  
 et ux

TO

Irwin Bros. Logging Corp.

STATE OF WASHINGTON } ss  
 COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

*Ed. Dahl*

OF *Stevenson, Wash*

AT *3:00 P.M. June 22, 1961*

WAS RECORDED IN BOOK *49*

OF *Reeds* AT PAGE *13*

RECORDS OF SKAMANIA COUNTY, WASH.

*Quelwyn O Neal*  
 COUNTY AUDITOR

BY *V. Barnett*  
 DEPUTY

REGISTERED	B
FILED	DIR. B
JUN 21 1961	
CLATSOP	

MAIL TO