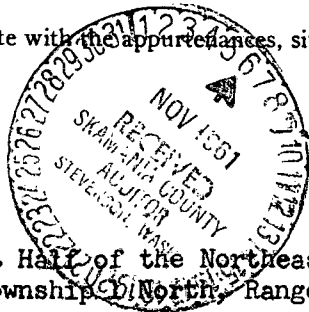


# REAL ESTATE CONTRACT

THIS CONTRACT, made this 30th day of September, 1961 between  
 RONALD E. SCHEDEEN and \_\_\_\_\_ SCHEDEEN, his wife hereinafter called the "seller" and  
 COLONIAL INVESTMENT CO. (a Washington 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:



The Northwest Quarter (NW $\frac{1}{4}$ ); the West Half of the Northeast Quarter (W $\frac{1}{2}$  of NE $\frac{1}{4}$ ) and Government  
 Lots 1, 2 and 3, all in Section 6, Township 2 North, Range 6 E.W.M.

EXCEPT that portion thereof lying easterly of the line described in those certain deeds dated  
 June 25, 1883, and recorded at pages 266 and 364 of Book C of Deeds, Records of Skamania County,  
 Washington, which said line is described as follows: Beginning at a point on the north line of  
 said Section 6 west 20 rods and 17 links from the quarter post of the north line of the said  
 Section 6; thence in a southeasterly direction keeping the center of the canyon to its mouth  
 and continuing on the same course to the Cascade Road; thence following the Cascade Road 19 rods  
 and 15 links west; thence in a direct line to the Columbia River taking a hollow ash stump in  
 the line;

AND EXCEPT the following described tract in Government Lots 2 and 3 of said section 6; All that  
 portion of the following described tract lying south of the center of State Highway No. 8:  
 Beginning at a point 1,320 feet east and 914 feet south of the quarter corner on the west line  
 of said Section 6; thence north 54°35' east 120.3 feet; thence north 71°09' east 161.7 feet;  
 thence north 52°48' east 863.6 feet; thence east 155.6 feet, thence north 62°05' east 227.8 feet;  
 thence south 24°45' east 228.3 feet; thence south 13°40' east 435 feet to the meander line of  
 the Columbia River; thence westerly along said meander line to a point south of the point of  
 beginning; thence north 498 feet to the point of beginning;

AND EXCEPT right of way for State Highway No. 8 and the right of way of the Spokane, Portland &  
 Seattle Railway Company.

The south 820 feet of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$  of NE $\frac{1}{4}$ ); the Southeast  
 Quarter of the Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ); the North Half of the Northeast Quarter of the  
 Southeast Quarter (N $\frac{1}{2}$  of NE $\frac{1}{4}$  of SE $\frac{1}{4}$ ); the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ );  
 the West Half of the Southeast Quarter (W $\frac{1}{2}$  of SE $\frac{1}{4}$ ); and the East Half of the Southwest Quarter  
 (E $\frac{1}{2}$  of SW $\frac{1}{4}$ ); all in Section 29, Township 2 North, Range 6 E.W.M.

The East Half of the East Half (E $\frac{1}{2}$  of E $\frac{1}{2}$ ); the Southwest Quarter of the Southeast Quarter  
 (SW $\frac{1}{4}$  of SE $\frac{1}{4}$ ); the South Half of the Northeast Quarter of the Southwest Quarter (S $\frac{1}{2}$  of NE $\frac{1}{4}$  of SW $\frac{1}{4}$ );  
 The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) and the West Half of the Southwest  
 Quarter (W $\frac{1}{2}$  of SW $\frac{1}{4}$ ); all in Section 31, Township 2 North, Range 6 E.W.M.

EXCEPTING THEREFROM: Commencing at the Southwest corner of Section 31, Township 2 North, Range  
 6 E. W. M., thence due East along the south boundary of said Section 31 a distance of 2550 feet  
 to the true point of Beginning; thence due North a distance of 970 feet to a point; thence due  
 East along a line parallel to the south boundary of said Section 31, a distance of 1370 feet to  
 a point; thence due South, a distance of 970 feet to a point on the south boundary of said  
 Section 31; thence due West, along the said South boundary a distance of 1370 feet to the true  
 point of beginning. Together with an easement for an access road thereto, 20 feet wide, (as  
 now located) over and across the property herein conveyed.

ALSO excepting therefrom: Commencing at a point 660 feet South of the center of Section 31,  
 Township 2 North, Range 6 E.W.M., this point being the Southeast corner of a 20-acre tract;  
 thence South 214 feet thence North 31°27' West 205.1 feet to the South line of the 20-acre tract;  
 thence East 130 feet to the place of beginning, containing 32/100 acres, more or less. ALSO  
 except roadway conveyed to Cripe and Smith by agreement dated February 8, 1911, recorded at page  
 204, Book "2" of Agreements and Leases.

ALSO excepting any right, title or interest of third persons, parties or municipalities in and to  
 one acre of the East Half of the Southeast Quarter (E $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section 31, Township 2 North,  
 Range 6 E.W.M., reserved for school purposes as appearing in conveyance from Finch R. Archer  
 and Dora G. Archer, husband and wife, grantors, to Nancy T. Dillon, wife of A. T. Dillon, grantee,  
 dated October 13, 1903, and of record at page 527 of Book H. Deed Records of Skamania County.

The North Half of the Northeast Quarter (N $\frac{1}{2}$  of NE $\frac{1}{4}$ ); the Southwest Quarter of the Northeast  
 Quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ); the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  of NW $\frac{1}{4}$ ); the West Half

of the Northwest Quarter ( $\frac{1}{2}$  of  $\text{NW}\frac{1}{4}$ ); and the Southwest Quarter ( $\text{SW}\frac{1}{4}$ ); all in Section 32, Township 2 North, Range 6 E.W.M.

The Northwest Quarter of the Northwest Quarter ( $\text{NW}\frac{1}{4}$  of  $\text{NW}\frac{1}{4}$ ); of Section 33, Township 2 North, Range 6 E.W.M.

~~That Portion of the West Half of the Southwest Quarter ( $\frac{1}{2}$  of  $\text{SW}\frac{1}{4}$ ) of Section 34, Township 2 North, Range 6 E.W.M., lying northerly of Primary State Highway No. 8.~~

~~The North Half of the Northeast Quarter ( $\text{N}\frac{1}{2}$  of  $\text{NE}\frac{1}{4}$ ) of Section 1, Township 1 North, Range 5 E.W.M.~~

The East Half of the Southeast Quarter ( $\text{E}\frac{1}{2}$  of  $\text{SE}\frac{1}{4}$ ) of Section 36, Township 2 North, Range 5 E.W.M.

That portion of the Northeast Quarter of the Northeast Quarter ( $\text{NE}\frac{1}{4}$  of  $\text{NE}\frac{1}{4}$ ) and of Government Lot 1 of Section 6, and of Government Lot 5 of Section 5 lying northerly of Primary State Highway No. 8, in Township 1 North, Range 6 E.W.M., described as follows: Beginning at a point on the northerly line of said highway 509.2 feet south and 268.3 feet east of southwest corner of the Northeast Quarter of the Northeast Quarter ( $\text{NE}\frac{1}{4}$  of  $\text{NE}\frac{1}{4}$ ) of said Section 6, thence north 512.2 feet to the rim of a certain cliff; thence following the rim of the said cliff north  $38^{\circ}32'$  west a distance of 449.3 feet to intersection with the west line of the Northeast Quarter of the Northeast Quarter ( $\text{NE}\frac{1}{4}$  of  $\text{NE}\frac{1}{4}$ ) of the said Section 6; thence North along the west line of the Northeast Quarter of the Northeast Quarter ( $\text{NE}\frac{1}{4}$  of  $\text{NE}\frac{1}{4}$ ) of the said Section 6 - 961.3 feet to intersection with the north line of the said Section 6; thence east along the north lines of the said Section 6; and of the said Section 5 - 2638.3 feet to the northeast corner of Government Lot 5 of the said section 5; thence south along the east line of Government Lot 5 of the said Section 5 - 1,712.3 feet to the northerly right of way line of the said State Highway No. 8, thence along the northerly right of way line of the said highway in a westerly direction 2,378.2 feet more or less, to the point of beginning.

The East Half of the northeast Quarter ( $\text{E}\frac{1}{2}$  of  $\text{NE}\frac{1}{4}$ ) and the Southeast Quarter ( $\text{SE}\frac{1}{4}$ ); of Section 22, Township 2 North, Range 6 E.W.M.

The Northwest Quarter of the Northwest Quarter ( $\text{NW}\frac{1}{4}$  of  $\text{NW}\frac{1}{4}$ ) of Section 27, Township 2 North, Range 6 E.W.M., EXCEPT that portion thereof acquired by the United States of America for Bonneville Power Administration's electric power transmission lines.

The South 820 feet of the Northwest Quarter of the Northwest Quarter ( $\text{NW}\frac{1}{4}$  of  $\text{NW}\frac{1}{4}$ ); the North Half of the Southeast Quarter ( $\text{N}\frac{1}{2}$  of  $\text{SE}\frac{1}{4}$ ); the North Half of the Southeast Quarter of the Southeast Quarter ( $\text{N}\frac{1}{2}$  of  $\text{SE}\frac{1}{4}$  of  $\text{SE}\frac{1}{4}$ ); the east 990 feet of the South Half of the Southeast Quarter of the Southeast Quarter ( $\text{S}\frac{1}{2}$  of  $\text{SE}\frac{1}{4}$  of  $\text{SE}\frac{1}{4}$ ); and the South Half of the Southwest Quarter ( $\text{S}\frac{1}{2}$  of  $\text{SW}\frac{1}{4}$ ) EXCEPT that portion lying easterly of county road; all in Section 28, Township 2 North, Range 6 E.W.M.

Including all tide lands adjacent to and abutting upon the same.

On the following terms and conditions: The purchase price is THIRTY THOUSAND  
----- (\$ 30,000.00 ) dollars, of which,  
THREE THOUSAND ----- (\$3,000.00 ) dollars  
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
purchase price as follows:  
\$27,000.00 on or before October 30th, 1961.

3543  
No. \_\_\_\_\_  
**TRANSACTION EXCISE TAX**  
NOV 1 1961  
Amount Paid \$500.00  
Michael A. Russell  
Skamania County Treasurer  
By \_\_\_\_\_

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 payments 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 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 has delivered, or within ten days herefrom 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 immediately 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.

OREGON  
STATE OF WASHINGTON  
County of \_\_\_\_\_

By R. E. Schedeen President (Seal)  
By Betty J. Schedeen Secretary (Seal)  
By Colonial Investment Co. (Seal)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 30th day of September, 1961, personally appeared before me Roland E. Schedeen and Betty J. Schedeen, his wife, to me known to be the individual 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.

Norma Culworth  
Notary Public in and for the state of Washington Oregon  
residing at \_\_\_\_\_

My commission expires Nov. 4, 1964



# REAL ESTATE CONTRACT

FROM

Ronald E. Schedeen  
et ux

TO

Colonial Investment Co.

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Betty J. Schedeen

OF Seattle - Wash.

AT 10:30 P.M. June 19, 1961

WAS RECORDED IN BOOK 49

OF Deeds AT PAGE 257

RECORDS OF SKAMANIA COUNTY, WASH.

Paulson D. Reed

COUNTY AUDITOR

B. J. Schedeen

DEPUTY

REGISTERED

INDEXED

MAILED

RECORDED

COMPARED

MAILED