

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND, made and entered into this 30th day of April, 1965, by and between MELVIN W. EVANS and CHARLOTTE L. EVANS, husband and wife, and EDWARD C. HEWITSON and MARY JANE HEWITSON, husband and wife, hereinafter designated as "Sellers," and KENNETH A. BURGESS and LOLA M. BURGESS, husband and wife, hereinafter designated as "Purchasers,"

W I T N E S S E T H:

The Sellers agree to sell to the Purchasers and the Purchasers agree to purchase of the Sellers, the real estate hereinafter described.

1. DESCRIPTION OF REAL ESTATE: The land herein conveyed is situate in the County of Skamania, State of Washington and described as follows:

Parcel No. I:

The following-described real property located in Skamania County, State of Washington, to-wit:

That portion of Government Lots 8 and 9 of Section 16, Township 2 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at a point marking the intersection between the center of Greenleaf Creek and the South line of the said Government Lot 9, said point being located on the North line of the B. B. Bishop Donation Land Claim; thence following the center of Greenleaf Creek in a Northeasterly direction to a point in the said Government Lot 8 North 430 feet from the North line of the said Bishop Donation Land Claim; thence Westerly parallel to, and 430 feet distant from, the North line of the said Bishop Donation Land Claim to intersection with the West line of the said Government Lot 9; thence South to the North line of said Bishop Donation Land Claim; thence Easterly along the North line of said Bishop Donation Land Claim to the point of beginning;

EXCEPT that portion thereof lying Westerly of the natural gas pipeline constructed by Pacific Northwest Pipeline Corporation;

SUBJECT TO right of way granted to Pacific Northwest Pipeline Corporation for said pipeline;

Containing 50 acres, more or less.

Parcel No. II:Tract A:

The following-described real property located in Skamania County, State of Washington, to-wit:

That portion of the B. B. Bishop Donation Land Claim in Sections 16, 17, and 20, Township 2 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the West line of the said Section 16 with the Northerly line of the county road known as the Moffetts-Carpenter Road; thence

TRANSACTION EXCISE TAX

AUG 9 1965

Amount Paid \$16.00

Michael J. Donnell
Skamania County Treasurer
By *Beverly J. Sallick Dep.*

following the Northerly line of said road in a Northerly and Easterly direction to intersection with the Westerly line of the 300-foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; thence following the Westerly line of said 300-foot strip of land to intersection with the North line of said Bishop Donation Land Claim; thence West along the North line of said Bishop Donation Land Claim to the Northwest corner thereof; thence South along the West line of said Bishop Donation Land Claim to the Northerly line of the said Moffetts-Carpenter Road; thence Easterly along the North line of said road to the point of beginning;

EXCEPT the following-described tract of land:

"Beginning at the intersection of the North line of the said Bishop Donation Land Claim with the Westerly line of said 300-foot strip of land acquired by the United States of America; thence South $32^{\circ} 27' 30''$ West 754.95 feet, more or less, to the Northerly line of said Moffetts-Carpenter Road; thence in a Northwesterly direction following the Northerly line of said road to intersection with the center line of the right of way granted to the Northwestern Electric Company; thence in a Northeasterly direction following the center line of said right of way to intersection with the North line of the said Bishop Donation Land Claim; thence East to the point of beginning."

Tract B:

Beginning at a point 800 feet due West of a round hub placed at an angle point in the Northerly line of the S.P. & S. Railway Co. right of way, said point being North $09^{\circ} 05'$ East 200 feet from station 2042+23.4 of the survey locating the center line of said right of way, said round hub being 997.92 feet South and 2035.5 feet West from the Northeast corner of Section 21, Township 2 North, Range 7 East of the Willamette Meridian; thence South $00^{\circ} 48'$ East to the Northerly line of the 200-foot right of way of said railway company, said point being the initial point of the tract hereby described; thence Westerly along the Northerly line of said railway right of way 250 feet, more or less, to intersection with the Southerly line of the Evergreen Highway; thence Easterly along the Southerly line of said Evergreen Highway to a point North $00^{\circ} 48'$ West of the initial point; thence South $00^{\circ} 48'$ East to the initial point; said tract being designated as Lots 18 and 19 of Block 9 of the unrecorded plat of North Bonneville, Washington.

Above property subject to easements, restrictions, and reservations of record.

TOGETHER WITH the list of equipment and items of personal property as set out in "Exhibit A" attached hereto and by this reference incorporated herein as though fully set out.

2. PRICE AND PAYMENT: The purchase price of the said described premises is the sum of One Hundred Sixty Thousand and NO/100 Dollars (\$160,000.00) of which the sum of Forty Thousand and NO/100 Dollars (\$40,000.00) has been paid, receipt of which is hereby acknowledged, leaving a balance of One Hundred Twenty Thousand and NO/100 Dollars (\$120,000.00), which sum shall be paid in monthly installments of Six Hundred Fifty and NO/100 Dollars (\$650.00) each, including interest at the rate of Six (6) per cent per annum upon all deferred balances; first installment commencing on the 10th day of June, 1965, and continuing thereafter on the 10th day of each and every month until the full amount of said purchase price and interest thereon shall have been paid. Interest shall commence to run from May 1, 1965. It is understood by the parties that the down payment above receipted for is represented by an equity in certain real estate in the State of Oregon, which has been conveyed by Purchasers to Sellers.

It is expressly provided that Purchasers have the privilege of paying larger installments upon the purchase price upon any installment date, or of paying the full amount of the unpaid balance of the purchase price at any time.

3. TAXES: It is understood that Purchasers assume and agree to pay before delinquency, all taxes and assessments that may as between Sellers and Purchasers hereinafter become a lien upon said premises and property; that as to 1965 taxes, the same have been adjusted between the parties as follows:

Pro rated as of May 1, 1965

4. FIRE INSURANCE AND ASSUMPTION OF RISK: Purchasers shall keep the buildings and improvements upon the premises herein conveyed, insured to their full insurable value against loss or damage by fire, said fire insurance to be carried in a reputable company and bearing an endorsement in Sellers' favor as their interests shall appear.

The Purchasers agree 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 Sellers 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 Sellers may be required to expend in procuring such money, or at the election of the Sellers, to the rebuilding or restoration of such improvements.

5. POSSESSION: The Purchasers shall have the right to the possession of said property on the 1st day of April, 1965, provided however, that the Purchasers shall, upon default hereunder and upon demand of the Sellers, surrender to the Sellers peaceable possession of said premises.

6. WASTE: It is agreed that Purchasers shall not

commit or suffer to be committed, any waste upon the property herein sold and Purchasers agree to maintain said premises in as good condition as the same are now less reasonable wear and tear during the term of this contract. No buildings or improvements now on said premises shall be removed therefrom, torn down or destroyed without first having obtained written consent of the Sellers, and no major alterations shall be made without first having obtained Sellers' written consent.

It is understood and agreed that new buildings or improvements placed upon the real property above described shall become a part of such real property and Purchasers agree that they will not allow any liens to accumulate or to be filed against said property, and that any such liens shall be considered to be a breach of the terms of this contract; provided Purchasers shall have a reasonable time to pay or dispose of any lien so filed.

7. DEED AND TITLE INSURANCE: It is understood between the parties that the title to the real property hereinabove described shall remain in the Sellers until the purchase price together with interest thereon has been paid in full.

Upon full payment of the purchase price and interest as herein provided, the Sellers shall execute a good and sufficient Warranty Deed, conveying the premises heretofore described to Purchasers, provided that they shall not warrant against any incumbrances of liens placed against said premises by Purchasers. It is understood that Sellers concurrently herewith are arranging to obtain title insurance, and that title report showing good and merchantable title shall be furnished to Purchasers; that upon final payment, said title insurance policy shall be delivered to Purchasers but that title report shall be furnished Purchasers as soon as the same has been obtained from title company.

8. ASSIGNMENT: This contract shall not be assigned by Purchasers without the consent of Sellers endorsed hereon in writing, and any assignment hereof shall not relieve the assignors from their obligations assumed hereunder, but such contract shall not be withheld for assignee of good credit.

9. INSPECTION: It is understood that the Purchasers have 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 or additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract.

10. MORTGAGE: It is understood that the property herein being conveyed is subject to a contract or mortgage liens being held at Washougal Bank, Washougal, Washington, in escrow; that sellers shall pay said lien balances according to the terms and tenor thereof and in no event shall said lien balances be required to be paid by Purchasers, it being understood that the contract price as above set out is the full price being paid by Purchasers; in the event, however, Purchasers are required to make payments on any existing lien balance, they shall receive credit for the same upon the contract price above set out. It is understood by the parties that the existing lien balances do not exceed the sum of Fifty Thousand and NO/100 Dollars (\$50,000.00), and that the same will be paid or liquid-

ated prior to final payment by Purchasers of the balance due under this contract.

11. PERSONAL PROPERTY: It is understood that included in this sale are all the items of personal property listed in the attached "Exhibit A," by this reference incorporated herein as though fully set out. It is agreed that the portion of the purchase price herein allocated to personal property is the sum of

After the balance on the purchase price as above set out has been reduced to \$ 4,000.00, Sellers agree to execute and deliver a Bill of Sale to said items of personal property to Purchasers; prior to the time of said execution and delivery of said bill of sale, however, it is agreed by the parties that the said personal property shall be subject to all the terms of this contract as far as said terms shall apply to personal property. Any personal property listed in "Exhibit A" hereto attached may be substituted for with like items of at least equal value and all substitutions shall be deemed included in the lien of this contract as though they were originally listed in this contract of sale.

12. ESCROW: It is understood that a copy of this contract shall be placed with Bank of Washougal, Washougal, Washington, together with a Warranty Deed conveying said premises from Sellers to Purchasers and Title Insurance Policy showing good and merchantable title; this clause shall be deemed as instructions to said bank, or such other escrow agent as Sellers wish to designate to receive payments from Purchasers on said contract and to deliver said Warranty Deed and Title Insurance Policy upon full payment of the principal balance and interest.

13. DEFAULT: Time is of the essence hereof, and in the event the Purchasers fail to comply with or perform any condition or agreement hereof, promptly at the time and in the manner herein required, the Sellers may elect to declare all of the Purchasers' rights hereunder terminated, and upon their doing so, all payments made by the Purchasers hereunder and all improvements placed upon the premises shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to re-enter and take possession of the property; and if the Sellers, within six (6) months after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchasers' rights hereunder, the Purchasers agree 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 the event taxes, liens, fire insurance premium or any other charges which are agreed to be paid by Purchasers remain unpaid, or if Purchasers fail to perform any covenant or agreement as herein set out and Sellers elect to pay such charges, the Sellers may at their option make such payment, which charges will be added to the amount to be paid by Purchasers under this contract and shall be treated as part of the total purchase price to be paid by Purchasers to Sellers. Any notice of default may be sent by registered mail to Purchasers at the following address:

Box 116, North Bonneville, Washington

IN WITNESS WHEREOF, the parties hereto set their hands

EARL W. JACKSON
ATTORNEY-AT-LAW
BATTLE GROUND, WASH.

the day and year first above mentioned.

Melvin W. Evans

Kenneth A. Burgess

Lola M. Burgess

Charlotte L. Evans

Edward C. Hartson

STATE OF WASHINGTON)
COUNTY OF Clark)

ss.

Mary Jane Hartson

On this day personally appeared before me Melvin W. Evans, Charlotte L. Evans, Kenneth A. Burgess, and Lola M. Burgess, 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 acts and deeds for the uses and purposes therein mentioned.

April GIVEN under my hand and official seal this 30th day of March, 1965.

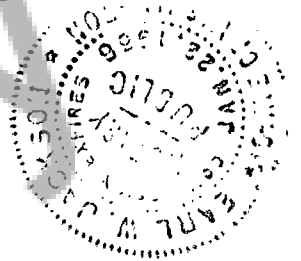
Earl W. Jackson
Notary Public in and for the State
of Washington; residing at

STATE OF *Wash.*)
COUNTY OF *Clark*) ss.

On this day personally appeared before me Edward C. Hewitson and Mary Jane Hewitson, 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 30 day of April, 1965.

Earl W. Jackson
Notary Public in and for the State
of *Wash.*; residing at
Battle Ground.



#8. Cabin - White

Elec. Stove - 4 co

Refrig.

Table - 4 chairs -

Davenport - (red) - blanket

Single bed - mattress

Double " - "

Davenport

4 Pillows - 3 Blankets

End tables

Elec. Baseboard heat

Curtained Windows

Cabin # 3 Red

3 Mattresses

End table

1 over upholstered Ch.

Table - 3 Chair

4 Burn. Stove

1 Refrigerator

(Pottery & articles in hall)

Gas Cooker

Baseboard heat

Pots & pans

Curtains - bedspread

Cabin # 5 - Red

2 double beds

2 Mattresses

6 Blankets - 4 pillows

Davenport - coffee table

6 Chairs - 1 table - 1 upholstered Ch.

Stove - Refrig. dishes

FORM NO. 810
Stevens-Ness Law Publishing Co.
Portland, Oregon 97204

D. Davenport

curtains pans

Approx 20 Garbage Cans

34 37160 picnic tables

Cabin # 1 - Red

Refrigerator

Cabin # 2 - Red

2 Stoves

2 Rockers - End table

2 Double bed Mattresses

1 floor lamp

1 Oak bench

2 pads - 4 blankets - 4 pillows

1 table - 4 chairs

Silverware - dishes - toaster

Oil Circulator heater

Curtains

Cabin # 4 Red

2 double beds - Mattresses

4 pillows - 4 blanket

4 drawer chest

1 table lamp

1 Davenport - Coffee table - mirror

1 upholstered chair (leather)

1 Refrig - 3 burn. stove

Pots & pans - dishes - curtains

Silverware

1 table - 4 chairs

Baseboard heat

EXHIBIT A

Cabin #6 - Red

HANDY PAD

FOR USE WHERE A SUPPLEMENTARY SHEET IS REQUIRED
SUCH AS FOR A LONG REAL PROPERTY DESCRIPTION OR
UNUSUAL MANNER OF PAYMENT AND FOR ANY USE WHERE
A CARBON INTERLEAVED SET WILL SAVE TIME AND TROUBLE.

6000

34 PAGE 372

Poolside

2 double beds
2 mattresses
6 pillows
4 blankets
1 table - 4 chairs
1 upholstered Ch.
Silverware
Dishes - pans
stone - Refrig.
Dovens Coffeetable
3-drawer chest
Baseboard heat
1 floor lamp
Curtains

4 sm. tables
2 picnic "
3 double lounge Ch.
7 or 8 single " Ch.
9 garbage can - 2 sand buckets
Inside pool - 2 sun benches
3 tables on ^{pipes} - 11 stool
8 smokers buckets
Elec. Clock
3 yellow sun benches - 4 wood
Summer

Snack Bar

Refrig. on a cart

Refrig.

Hand Drill

Electric Hot dog grill

1 Clay Cash Register

Adding Machine

2 Coffee pot (silver) burner

30-cup percolator

1 box spoons

1 " hot cups

1 " napkins

1 " forks

15 - no 65 - 6 oz cups - Lily

13 - no 87 - 8 1/4 oz. Lily

5 - 8 oz. cold drink cups

2 - box straws

2 - " Burger cups

Hi-Fi setup records

1 gal - Coco-Cola Cake

2 " - Root Beer syrup

2 " - Orange "

1 " - Lemon-Lime "

1 box - waxed bags 6 1/2 x 1 x 8

1 Nestle's Hot Fudge container

Adv. brochures

3-hole D.C. Chest

Office area

Refrig - 3-burner stove

Toaster - cooler

1 Overstuffed sectional ch.

70 - sheets - 52 Pillow cases

Washer - dryer.

EXHIBIT A



Chain saw
skill saw

6 chairs

Trip color ash stand

Dressing table

Electric Clock
" Vibrator
Office & Bath
area

4 lawn mowers

1 extra Elec. Range
in shed

Pool Brush

Under water Vacuum
wheel barrow

Fairbanks Morse - 5 H.P.

Pumps

Clothes line (circular umbrella)

Swing set - 2 teeter totters. slide - 2 tether ball poles

Cabin #9

Refrig. stove

table - 3 chairs

dishes - pans

double bed - 2 blankets

2 pillows

Dresser

3 Rockers - 1 table on porch

Heater

Cabin #11

Refrig - 3 burner stove

1 double bed & Mattress

2 pillows - pad

1 blanket

1 table - 2 chairs

1 chair - 2 Rockers

Cabin #10

Double bed - Mattress

2 pillows - 1 blanket & pad

1 overstuffed chair

1 table - 3 chairs

Refrig. & Gas stove

3 rocking chairs

Silverware - dishes & pans

Heater

Cabin #12 - (No shower)

Wood stove

Refrig - 3 burner stove

table - 3 chairs

1 double bed - mattress

2 blankets - 2 pillows

Curtains - pots & pans

dishes & Silverware

HANDY PAD

FOR USE WHERE A SUPPLEMENTARY SHEET IS REQUIRED
SUCH AS FOR A LONG REAL PROPERTY DESCRIPTION OR
UNUSUAL MANNER OF PAYMENT AND FOR ANY USE WHERE
A CARBON INTERLEAVED SET WILL SAVE TIME AND TROUBLE.

Cabin #14 - larger

Refrig - stove

Doveas - lamp & end table

1 table - 5 chairs - 1 arm chair

1 double bed - mattress

pad - 3 pillows - 1 blanket

Dishes - silverware

Pots & pans

Cabin #15

Refrig - 4 burner stove

1 double bed - mattress

pad - 2 pillows & blanket

2 tables - 4 chairs - 1 Rocker

dishes, silverware, pots & pans

1 arm chair