

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between LEONIE VIAL Mac KENZIE, an unmarried woman; HERBERT HUME VIAL and JANE H. VIAL, husband and wife, and THE UNITED STATES NATIONAL BANK OF PORTLAND (Oregon), a national banking association, hereinafter referred to as "Seller", and ROBERT M. SCHAEFER and SALLY J. SCHAEFER, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

PARCEL NO. 1

The Northeast quarter of the Northwest quarter; the West half of the Northeast quarter; the Northeast quarter of the Northeast quarter; and Government Lots 1 and 2 of Section 6, Township 1 North, Range 6 East of the Willamette Meridian;

EXCEPT that portion thereof lying Westerly of the following described line: Beginning at a point on the North line of the said Section 6 West 5.17 chains from the quarter corner on the North line of the said section; thence Southeasterly along the center line of the canyon to the mouth of said canyon; thence Following the same course to the Cascade Road; thence Westerly along the Cascade Road a distance of 19 rods 15 links; thence South to the Columbia River to a stone monument marked "L" for identification;

AND EXCEPT that portion of the Northeast quarter of the Northeast quarter and of Government Lot 1 of the said Section 6 lying Northerly of Primary State Highway No. 8 and Easterly of the following described line: Beginning at a point on the Northerly line of said highway 509.2 feet South and 268.3 feet East of the Southwest corner of the Northeast quarter of the Northeast quarter of the said Section 6; thence North 512.2 feet to the rim of a certain cliff; thence following the rim of said cliff North 38°32' West 449.3 feet to intersection with the West line of the Northeast quarter of the Northeast quarter of the said Section 6; thence North along said West line 961.3 feet to intersection with the North line of the said Section 6.

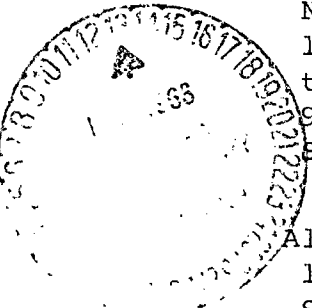
PARCEL NO. 2

All that portion of Government Lot 5 of Section 5, Township 1 North, Range 6 East of the Willamette Meridian, lying Southerly of Primary State Highway No. 8.

PARCEL NO. 3

Tidelands of the second class conveyed by the State of Washington fronting and abutting upon Parcels No. 1 and 2 of the real estate under search (see paragraph 12 below).

By _____
Skamania County Treasurer
MAY 13 1966
Amount Paid \$58.89
Treasurer's Office
Skamania County Treasurer



EXCEPT, a tract of land of approximately 2 acres conveyed to the State of Washington for highway purposes by deed recorded in Book 35 of Deeds, page 427, records of said County AND EXCEPT a strip of land 100 feet in width owned by the Spokane, Portland & Seattle Railway Company, and EXCEPT easements and right of ways for public roads, including Primary State Highway No. 8, and SUBJECT TO easements for electric power transmission lines and access roads as now appearing of record, and SUBJECT ALSO to questions of encroachments, boundary lines and concerning ownership of tidelands, all as indicated in preliminary commitment for title insurance, Order No. 4044, issued by Skamania County Title and Abstract Co. of Stevenson, Washington, bearing date of January 24, 1966.

TOGETHER WITH the household furnishings and personal property now located in and about the residence on the above described property as described in Exhibit "A" attached to this contract.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price is the sum of FIFTY EIGHT THOUSAND TWO HUNDRED EIGHTY NINE and 28/100 DOLLARS (\$58,289.28), of which Purchaser has paid to Seller the sum of Twelve thousand dollars (\$12,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$46,289.28 shall be due and payable in annual installments of EIGHT THOUSAND DOLLARS (\$8,000.00) commencing on May 1, 1967, and continuing on the first day of each May thereafter until the entire purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from the date of this contract at the rate of four percent (4%), and the annual installments aforesaid shall be first applied in payment of such interest accruing from year to year, and the balance of the same shall be credited to the principal. Purchaser shall be privileged to make larger or additional payments than as above provided, but notwithstanding any such pre-payment the total purchase price and interest to be paid by Purchaser to Seller in performance of this contract shall total not less than \$65,000.00 in the aggregate.

2. ASSIGNMENT: Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber or in any manner alienate his interest in this contract or the property described herein, in whole or in part, prior to the performance of this contract except with the written consent of Seller first obtained. Purchaser shall be privileged to lease or let the residence on the property or any portion of the property for agricultural purposes, but any such leasehold or tenancy shall be subject to the prior lien of this contract.

3. INSURANCE AND TAXES: Seller warrants that the real property taxes levied on the property are paid through the year 1965, and such taxes thereon for 1966 shall be prorated between the parties as of the date of this contract. Purchaser covenants to seasonably pay such real property taxes and any other governmental or municipal assessments that may be hereafter levied on the property during the performance of this contract, and Purchaser covenants to keep the residence and any other insurable buildings on the property continually insured

Real Estate Contract

against fire and extended coverage during the performance of this contract to the full insurable value of the same with a company or companies authorized to transact such insurance business in the State of Washington and with proceeds of such insurance payable to the parties as their interests shall appear. All of such policies of insurance and the renewals of the same shall be delivered to Seller, and any premium on existing insurance on the property shall be prorated between the parties as of the date of this contract. In event of any such insurable loss and the payment of insurance proceeds to Seller, then any sums so paid on account of such insurance shall be applied on the balance of this contract, except that in event of a partial loss such insurance proceeds may, at Purchaser's election, be applied to the necessary expense for repairs occasioned by such partial loss.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property upon the execution of this contract and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the property at all reasonable times for the inspection of the same, and the tenant now in the residence on the property shall be entitled to occupy the same without obligation for rent until July 1, 1966. Purchaser covenants to use the property in a lawful manner, to commit or suffer no waste thereof, to maintain said property and its improvement in a good state of repair and maintenance and to generally manage and use said property in a good husbandlike manner. Purchaser further covenants to seasonably pay all charges incurred in connection with his use and occupancy of the property for repairs, improvements, utilities, or otherwise, all to the end that no liens for the same shall attach to the property. If Purchaser shall fail or neglect to make any of the aforesaid payments, or shall neglect the payment of the taxes or other assessments, insurance premiums, or any charge which in the opinion of Seller may attach as a lien to said property, or if Purchaser shall neglect to keep the property or its improvements in a reasonable state of repair and maintenance, then Seller may, at his election, make any such payments or perform any such necessary repairs, and any amounts so paid by Seller shall be repayable by Purchaser on demand plus interest thereon at ten percent (10%) per annum, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Notwithstanding the provisions of the foregoing paragraph, Purchaser shall be privileged to cut and remove any merchantable timber standing or lying on the property herein, but any sums received by Purchaser for any such stumpage or above the necessary expense for the logging and removal of the same, shall be paid to Seller and shall be credited to the next due installment of principal and interest pursuant to this contract. Purchaser agrees to furnish to Seller copies

of all scale sheets, sales invoices or other document as may be required to verify the amounts due Seller by virtue of the removal of said timber.

It is understood that Seller has furnished to Purchaser prior to the execution of this contract a preliminary commitment for title insurance issued by Skamania County Title and Abstract Co. of Stevenson, Washington, concerning the title to the property herein described, and Seller agrees to furnish to Purchaser the title insurance policy based on such preliminary commitment as soon as procurable after the closing of this transaction. Upon the complete payment and performance of this contract Seller will execute and deliver to Purchaser a ~~quit~~ deed conveying the real property as hereinabove described and otherwise free of liens, encumbrances or clouds on title as of the date of this contract except any such liens, encumbrances, easements or clouds on title as indicated in the aforesaid commitment for title insurance, and except any such liens or encumbrances or other clouds on title incurred or suffered to be incurred by Purchaser subsequent to the date of this contract.

6. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of thirty (30) days after notice of such default shall be delivered to Purchaser as provided below, then Seller may declare Purchaser's interest hereunder to be forfeited and may repossess the premises and property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative, bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.

In event Seller shall prevail in a legal or equitable action to enforce any rights under this contract or for the forfeiture of the same, then Purchaser agrees to pay a reasonable sum as attorney fees in said suit. It is agreed that any notice required by this contract or otherwise required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail addressed to Purchaser at 1014 Franklin Street, Vancouver, Washington, or to such other address as Purchaser may hereafter designate in writing.

IN WITNESS WHEREOF, the parties have executed this instrument this 27 day of April, 1966.

Leonie Vial MacKenzie
Leonie Vial MacKenzie

Herbert Hume Vial
Herbert Hume Vial

Robert M. Schaefer
Robert M. Schaefer

Jane H. Vial
Jane H. Vial

Sally J. Schaefer
Sally J. Schaefer

THE UNITED STATES NATIONAL BANK
OF PORTLAND (Oregon), a national
banking association.

By [Signature]

TRUST OFFICER

By _____

PURCHASER

SELLER

STATE OF Washington)
COUNTY OF Clark) ss

On this day personally appeared before me LEONIE VIAL MacKENZIE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of May, 1966.



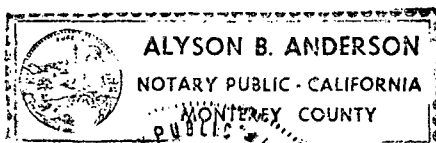
Thomas Richardson
Notary Public in and for the State
of Washington
Residing at Olympia

My Commission expires: Sept 20, 1966

STATE OF California)
COUNTY OF Monterey) ss

On this day personally appeared before me HERBERT HUME VIAL and JANE H. VIAL, 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 5th day of May, 1966.



Alyson B. Anderson
Notary Public in and for the State
of California
Residing at Carmel, California

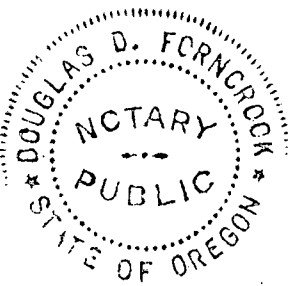
My Commission expires: July 1, 1968



STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of April, 1966, before me personally appeared R.S. STONE and _____, to me known to be the Trust Officer and _____ of the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



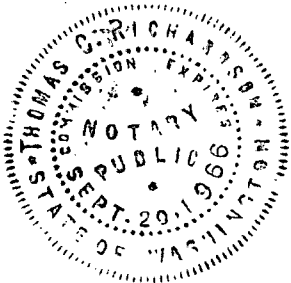
Douglas D. Forncrook
Notary Public in and for the State
of Oregon;
Residing at Portland, therein.

My Commission expires: August 20, 1968

STATE OF WASHINGTON)
) SS
COUNTY OF CLARK)

On this day personally appeared before me ROBERT M. SCHAEFER and SALLY J. SCHAEFER, 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.

April GIVEN under my hand and official seal this 27th day of _____, 1966.



Thomas C. Richardson
Notary Public in and for the State
of Washington;
Residing at Vancouver, therein.

EXHIBIT "A"Household Furnishings & Personal Property

- 1 Ivory bedroom set, includes dresser and high chest
- 1 Walnut bedroom set oak
- ~~1 Bedroom set~~
- 4 rugs - includes caretaker }
1 rug (caretaker's house)
- 2 Ivory beds
- 1 Double bed
- 1 Single bed
- 1 Double bed (caretaker's house)
- 1 Single bed (maid's room)
- 2 Big mirrors, 1 wood frame
- 1 Bedroom table
- 1 Dining room table
- 1 Kitchen table
- 1 Maple table
- 1 Dining table (caretaker's house)
- Various chairs
- Various mattresses
- 1 Dest and mirror
- 1 Chinese Desk
- 1 Roll Top desk
- Pictures
- Books
- Miscellaneous tools, 2 vices-shop
- 1 Ride-around mower
- ~~1 Rotto tiller~~
- 1 Ice box
- 1 Stove
- 1 Kitchen clock
- Kitchen stools
- Rotisserie

Change in inventory as agreed by Schaefer - L.V.M.