

REAL ESTATE CONTRACT

1 THIS CONTRACT for the sale of real property made and entered into by
 2 and between JAMES R. KALDENBERG and STELLA I. KALDENBERG, husband
 3 and wife, hereinafter referred to as "Sellers" and GARLAND R. MABE and
 4 SHIRLEY A. MABE, husband and wife, hereinafter referred to as "Buyers",

WITNESSETH:

5 That Sellers agree to sell to Buyers and Buyers agree to purchase of the
 6 Sellers the real property hereinafter described on the terms and conditions set
 7 forth in this contract.

8 1. Description of Real Property: The land herein conveyed is situate in
 9 the County of Skamania, State of Washington, and described as follows:

10 That portion of the East half of the North half of the Southeast quarter
 11 of Section Four (4), Township One (1) North, Range Five (5) East of
 12 the Willamette Meridian, described as follows:

13 Beginning at the Northwest corner of the above described tract, thence
 14 East 520 feet along the North line of said tract; thence South along a
 15 line parallel to the West line of said tract to the middle of Canyon
 16 Creek; thence Southwesterly along the middle line of Canyon Creek
 17 to the South line of the above described tract; thence West along the
 18 South line of said tract to the Southwest corner of the above described
 19 tract; thence North approximately 1320 feet to the point of beginning.
 20 EXCEPT County Roads.

21 2. Price and Payment: The purchase price of the above described pro-
 22 perty is the sum of SIX THOUSAND AND NO/100 (\$6000.00) DOLLARS, of which
 23 the sum of \$500.00 has been paid, receipt of which is hereby acknowledged, and
 24 the balance of \$5500.00 shall be paid as follows: The sum of FIFTY AND No/100
 25 (\$50.00) DOLLARS, or more, per month, including interest at the rate of Six
 26 (6%) percent per annum on all deferred balances. Said installments to commence
 27 on the 10th day of March, 1968, then continuing on the 10th day of each and every
 28 month thereafter until the full amount of the purchase price and interest have
 been paid. This contract will be placed in escrow at the Bank of Washougal,
 Washougal, Washington, and Buyers will make their payments to said bank.

3. Taxes: The real property taxes for 1968 shall be pro-rated between
 Buyers and Sellers as of the date of this contract, and the Buyers assume and
 agree to pay before delinquency, all taxes and assessments as may, between
 Sellers and Buyers, hereafter become a lien upon the property being sold.

4. Inspection: Buyers agree that full inspection of the herein described
 premises has been made and that neither the Sellers nor assigns shall be held
 to any covenant respecting the condition of said land unless the covenant or agree-
 ment relied upon be in writing and attached hereto and made a part of this agree-
 ment.

5. Road and Timber: As part of this transaction, Sellers agree to deed

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1 to Skamania County a 60 foot easement from State Highway to above described
2 property for road purposes; and the parties covenant and agree that all timber
3 rights on the property are retained by Sellers with ingress and egress to remove
4 same, for the year 1968.

5 6. Possession: The Buyers are entitled to possession of the above de-
6 scribed property on the date of this contract, Provided, however that Buyers
7 shall, upon default hereunder and upon the demand of the Sellers, surrender to
8 Sellers peaceable possession of said premises.

9 7. Deed and Title Insurance: Upon full payment of the purchase price
10 and interest as herein provided, Sellers will furnish Buyers with a policy of
11 title insurance and execute and deliver to Buyers a good and sufficient warranty
12 deed conveying the premises hereinabove described to Buyers, provided that
13 they shall not warrant against any encumbrances or liens placed against said
14 premises by Buyers.

15 8. Default: Time is of the essence of this contract. In the event the
16 Buyers shall fail to make any payments on said purchase price promptly at the
17 time the same shall fall due as hereinbefore specified; or promptly to perform
18 any covenant or agreement aforesaid, the Sellers may elect to declare a forfeiture
19 and cancellation of this contract, and upon such election being made, Sellers
20 shall notify Buyers by written notice and if the breach of contract is not corrected
21 by Buyers within ninety (90) days, all rights of the Buyers hereunder shall cease
22 and determine and any payments heretofore made hereunder by Buyers shall be
23 retained by Sellers in liquidation of all damages sustained by reason of such
24 failure. Service of all demands, notices or other papers with respect to such
25 declaration of forfeiture and cancellation may be made by certified mail at the
26 following address, to-wit: Washougal, Washington, or at such other address
27 as the Buyers may indicate in writing to the Sellers.

28 9. Assignment: This contract shall not be assigned by Buyers without
29 the written consent of Sellers endorsed hereon in writing and any assignment
30 hereof shall not relieve the assignors from their obligations assumed hereunder.

31 IN WITNESS WHEREOF, the parties hereto have executed this instrument
32 in duplicate this 23rd day of February, 1968.

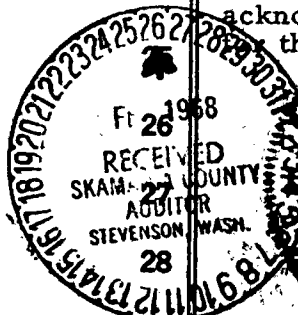
33 Garland R. Mabe James R. Kaldenberg
34 Shirley Ann Mabe Stella I. Kaldenberg
35 BUYERS SELLERS

36 STATE OF WASHINGTON)
37 COUNTY OF CLARK) ss.

38 On this day personally appeared before me James R. Kaldenberg, Stella
39 I. Kaldenberg, Garland R. Mabe and Shirley A. Mabe to me known to be the in-
40 dividuals described in and who executed the within and foregoing instrument, and
41 acknowledged that they signed the same as their free and voluntary act and deed,
42 for the uses and purposes therein mentioned.

43 I, _____, Notary Public in and for the State of Washington, do hereby certify that the above and official seal this 23rd day of February, 1968.

44 [Signature]
45 Notary Public in and for the State of
46 Washington; residing at Camas, therein.



EUGENE F. HARRIS
ATTORNEY AT LAW
226 N. E. THIRD AVENUE
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