REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between LEON P. MONTCHALIN and YVONNE MONTCHALIN, husband and wife, hereinafter referred to as "Seller", and CLIFFORD ORTH and DOLORES ORTH, husband and wife, and DONOL HEDLUND and MARISE HEDLUND, hus- ' band and wife, hereinafter referred to as "Purchaser",

WITNESSETH:

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:

The Northeast quarter of Section 28, Township 2 North, Range 5, East of the Willamette Meridian; EXCEPT the East half of the Northeast quarter of the Northeast quarter of the said Section 28; That portion of the Northwest quarter of Section 28, Township 2 North, Range 5, East of the Willamette Meridian, described as follows: Beginning at a point 15 rods South of the quarter corner on the North line of the said Section 28; thence in a Southwesterly direction to a point 15 rods North of the quarter corner on the West line of the said Section 28; thence South 15 rods to the quarter corner aforesaid; thence Easterly along the quarter section line to the center of the said Section 28; thence Northerly along the quarter section line to the point of beginning; EXCEPT those portions of the above described tracts of The the land which lie within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power lines. EXCEPT any portion of said tracts lying within the Righted Daniel Public Roads. Skamanja County Treasurer

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 THOUSAND DOLLARS (\$50,000.00) of which Purchaser has paid to Seller the sum of Ten thousand dollars (\$10,000.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$40,000.00 shall be due and payable in semi-annual principal installments of FIVE THOUSAND DOLLARS (\$5,000.00), and no more except as hereinafter provided, commencing on June 1, 1969, and continuing on the first day of each December and June thereafter until the purchase price and interest is paid in full. The declining balances of the purchase price shall bear interest from the date of this contract computed at the rate of six percent (6%) per annum, and such interest shall likewise be paid semi-annually due on the principal installment dates provided above. After January 1, 1971, Purchaser shall be privileged to make larger or additional payments than above provided

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or after said date Purchaser shall be privileged to retire the entire balance at any time without penalty.

- 3. TAXES AND ASSESSMENTS: Seller warrants that the real property taxes levied on the property are paid to date, and Purchaser covenants to seasonably pay all 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.
- 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.
- POSSESSION, USE AND TITLE: The 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 the premises at all reasonable times to inspect and determine that this contract is being performed. Purchaser covenants to use the premises in a lawful manner and to commit or suffer no waste thereof. Purchaser will cut and remove no merchantable timber during the performance of this contract, but Purchaser shall be privileged to cut and remove not more than 700 Christmas trees from the property during each calendar year during the performance of this contract. Purchaser covenants further to seasonably pay all charges incurred in connection with his use and occupancy of the property for utilities, improvements, repairs or otherwise, to the end that no liens for the same shall attach to the property. If Purchaser shall fail or neglect any such payments for taxes, repairs, utilities, improvements or other charges which may attach as a lien on the property, then Seller may, at his election, make any such payments, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Legal title to the property shall remain vested in Seller until the final payment and performance of this contract. Upon such final performance Seller agrees to execute and deliver a warranty deed in statutory form conveying legal title to the property to Purchaser free of liens or encumbrances except as may be noted above, but Seller shall not warrant against any liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the date of this contract. Seller further agrees to furnish to Purchaser as soon as procurable a policy of title insurance insuring Purchaser's equity in the property pursuant to this contract, and which policy shall constitute Seller's sole duty to furnish title insurance or abstract of title.

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 failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and any such default having continued for a period of thirty (30) days after notice of the same shall be served or delivered to Purchaser as provided below, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the 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 as may be 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 233 S. W. Front Avenue, Portland, Oregon, 97204, or to such other address as Purchaser may hereafter designate in writing.

IN WITNESS WHEREOF, the pa	rties have executed this instru-
ment this // day of November, 196	
	Child CMC
100	Clifford Orth
- Seon Poffintehalin	Dolotas Oth
Leon P. Montchalin	Dolores Orth
Zuonne Montchaline	Larior Hulling
Yvonne Montchalin	Donol Hedlund
	Min Hellen
	Marise Hedlund
<u>S E L L E R</u>	PURCHASER .

STATE OF WASHINGTON SS COUNTY OF CLARK

On this day personally appeared before me LEON P. MONTCHALIN and YVONNE MONTCHALIN, 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 November, 1968.

Real Estate Contract

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Notary Public in and for the State

of Washington;

Residing at Camas, therein.

STATE OF WASHINGTON

SS

COUNTY OF CLARK

On this day personally appeared before me CLIFFORD ORTH, DOLORES ORTH, DONOL HEDLUND and MARISE HEDLUND, 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 18th day of Nov-ember, 1968.



Notary Public in and for the State

of Washington;

Residing at Camas, therein.

