

\$ 747.60 has been paid

Rept. 12076 Date DEC 31 1968

MABEL M. GUINAN
Klickitat County Treasurer*Sylvester Dubrawsky*
DeputyREAL ESTATE CONTRACT (WITH SECURITY AGREEMENT)

THIS CONTRACT AND AGREEMENT made and entered into this 27th day of December, 1968, by and between ROY ANTHON and HAZEL M. ANTHON, husband and wife, herein called Vendors, and GEORGE ING, JOHN M. BLOXOM, JR., E. L. JONES, MARVIN WARMKE, ROBERT TIMBROOK and JOHN MacDONALD, herein called Vendees,

W I T N E S S E T H :

Vendors have this day agreed to sell to Vendees, and Vendees have agreed to purchase from Vendors the following described real and personal property situate in the State of Washington, to-wit:

(1) Real Property:

(a) Vendors' undivided one-half interest in those premises situate in Klickitat County, Washington, described in the attached Exhibit "A";

(b) Vendors' undivided one-half interest in those premises situate in Skamania County, Washington, described in the attached Exhibit "B";

(c) Vendors' undivided fractional interest in those premises situate in Skamania County, Washington described in the attached Exhibit "C";

ALL TOGETHER with the water rights and appurtenances belonging to the described real estate;

ALL SUBJECT TO easements, rights of way, reservations and restrictions appearing in the chain of title; and to taxes, assessments and charges falling due against said real property subsequent to December 31, 1968;

ALL FURTHER SUBJECT TO Vendors' undivided one-half of that certain real estate mortgage in favor of The Federal Land Bank in the original principal sum of \$143,600.00 and interest, covering the premises described in the attached Exhibits "A" and "B." Vendees hereby assume and agree to satisfy Vendors' undivided one-half of the aforesaid mortgage, the obligation secured thereby and all installments falling due on the same and to defend, indemnify and save Vendors harmless from the same.

It is intended hereby to sell all of Vendors' present undivided one-half interest in all property which Vendors now hold in Klickitat County and Skamania County, Washington as tenants-in-common, joint tenants, or tenants in partnership with John M. Bloxom, Sr.

(2) Personal Property

(a) All of Vendors' undivided one-half interest in those items of machinery and equipment owned and used as of March 31, 1968 by that partnership

6224
TRANSACTION EXCISE TAX

DEC 31 1968

Amount Paid 1495.30

Michael P. Donnell
Skamania County Treasurer

By

composed of Roy Anthon and John M. Bloxom d/b/a Glacier Orchards, and in acquisitions by said partnership since March 31, 1968, to the date of this contract, EXCEPTING the Cadillac automobile, Oldsmobile automobile, Chevrolet station wagon, electric transporter, and also one GMC truck previously traded in since March 31, 1968.

(b) All of Vendors' undivided one-half interest in 1436 shares of Vancouver Federal Land Bank Association stock issued in connection with Federal Land Bank loan No. 136043.

The undivided interests of the respective Vendees in this contract and the real and personal property being sold hereunder are as follows:

<u>Name of Vendee</u>	<u>Percentage of Vendee's Undivided Interest</u>
George Ing,	40%
John M. Bloxom, Jr.	20%
E. L. Jones	10%
Robert Timbrook	10%
Marvin Warmke	10%
John MacDonald	10%

The purchase price for the aforesaid real and personal property is TWO HUNDRED FIFTY THOUSAND and no/100 DOLLARS (\$250,000.00) payable as follows:

\$68,210.00 by the above-stated assumption and agreement by Vendees to satisfy the Vendors' undivided one-half of the above described Federal Land Bank mortgage and obligation; and

\$56,790.00 on January 20, 1969; and

\$125,000.00 plus interest thereon at the rate of 6% per annum from January 2, 1969, payable as follows:

On or before August 15th of each and every year beginning with the year 1970 Vendees shall deliver to Vendors an accounting of all returns from crops produced on the above described real property for the preceding crop year. From one-half of the net returns so reported before depreciation there shall be deducted the following:

(a) \$15,518.47 each year for only a period of fourteen years after the date of this contract, and \$8328.47 for only the 15th year after the date of this contract. At the end of the 15th year if Vendees or someone on their behalf have applied funds to the Federal Land Bank loan which have not been derived from one-half of the net crop returns, then Vendees shall continue to be entitled to deduct \$15,518.47 per year from future crop returns until the amount of such advances have been repaid or until December 27, 1988, whichever occurs first. In

computing this additional deficiency, amounts used to pay for capital improvements and acquisition of equipment as provided in the immediately following subparagraph (b) shall be considered a first deduction.

(b) Amounts then used by purchasers to pay one-half the cost of capital improvements and for acquisition of equipment for operation of the above described real property, but in no event to exceed \$5000.00 for any one year.

All the remaining balance of one-half of the reported net crop returns shall be paid to Vendors and applied first upon accrued interest, then upon principal. If such remaining balance is insufficient to pay accrued interest, then the balance of unpaid accrued interest shall be added to and become part of the principal and bear interest as principal in accordance with the terms of this agreement.

Any amounts remaining unpaid hereunder, whether principal or interest, shall become immediately due and payable twenty (20) years from the date of this contract, namely, on December 27, 1988.

Net crop returns are defined for purposes of this agreement to mean gross returns from crops less the expenses of operation of the described real property for the previous calendar year, the cost of maintenance of said real property and improvements thereon and the tangible personal property used thereon, and the cost of marketing the crops grown on said real property; provided, however, that no expenses for capital improvements or purchase of new equipment nor any depreciation shall be deducted from gross returns in the computation of net crop returns. Gross returns from crops shall include amounts received in respect of timber, wood and all other products of the hereindescribed real property. Expenses of operation and maintenance within the meaning of this paragraph shall include but not be limited to labor, taxes, insurance, and reasonable compensation to working owners or Vendees of the above described real and personal property, subject to the limitations as to such compensation provided in this contract. Reasonable compensation paid to owners or Vendees to be deducted in accordance with this paragraph shall be comparable to compensation paid for the performance of services similar in extent and responsibility in the area. Compensation for services performed in any calendar year but paid or credited in the immediately following calendar year, may be allocated as a deduction for the calendar year in which the services were performed.

So long as John M. Bloxom is active in the operation of the hereinabove described real property the reasonableness of compensation paid to owners or Vendees shall be exclusively subject to his determination. In the event John M. Bloxom ceases to be active in such operation but John M. Bloxom, Jr. is active in the operation, then the reasonableness of such compensation shall be exclusively subject to determination by John M. Bloxom, Jr. In the event that both John M. Bloxom and John M. Bloxom, Jr.

cease to be active in the operation of the hereinabove described real property and Vendors and Vendees are unable to agree as to the amount of compensation to owners or Vendees which may be deducted under this agreement, the reasonableness of such compensation shall be determined in accordance with this and the immediately preceding paragraph by a board of arbitrators consisting of one arbitrator selected by Vendors, one arbitrator selected by Vendees and a third arbitrator selected by the first two arbitrators. Arbitration hereunder shall be governed by the Washington Arbitration Act which is presently Chapter 7.04 of the Revised Code of Washington.

All payments required to be paid upon the purchase price hereunder shall be paid to Vendors at Underwood, Washington, or at such other address as Vendors, or their heirs, successors, or assigns, may designate by notice in writing mailed to Vendees at Vendees' address designated herein or hereafter designated by Vendees by written notice either personally served upon or mailed by certified mail to Vendors.

The purchase price provided by this agreement is hereby allocated by the parties as follows:

(1) To Vendors' undivided interest in real property (land and improvements) in Skamania County, Washington	\$149,530.70
(2) To vendors' undivided interest in real property (land and improvements) in Klickitat County, Washington	\$ 74,760.27
(3) To vendors' undivided interest in machinery and equipment	\$ 22,119.03
(4) To vendors' undivided interest in Federal Land Bank shares	<u>\$ 3,590.00</u>
Total	\$250,000.00.

Vendors hereby retain a security interest in all of their undivided one-half interest in the personal property which is to be sold pursuant to this agreement, including all of their interest in the described machinery, equipment and Federal Land Bank stock. Such security interest is hereby retained until the installment falling due hereunder January 20, 1969 has been fully paid and satisfied, whereupon such security interest shall be released and title to Vendors' undivided one-half interest in such personal property shall vest in Vendees absolutely free of any further claim by Vendors under this contract.

Vendees shall have possession of said real and personal

property January 1, 1969, and have all the rents, uses, issues, and profits thereof so long as this contract remains in full force and effect.

Vendees shall pay all taxes and assessments duly imposed or hereafter becoming due against Vendors' interest in said real and personal property and all assessments and charges against the water rights thereunto belonging, before the same become delinquent, except Vendors' one-half share of the 1969 personal property taxes assessed in 1968 shall be paid by Vendors.

Vendees shall cause the improvements now upon said premises and such as may hereafter be erected thereon to be at once insured against loss by fire in some responsible fire insurance company for \$175,200.00, loss, if any, payable to said Vendors as their interest may appear, and shall forthwith deliver a memorandum of insurance from the insurer or insurers in question evidencing the policy, or policies, covering said insurance to the said vendors, and shall keep said insurance continuously in force until the whole of said purchase price is paid, and in case said improvements, or any part thereof, are damaged or destroyed by fire, the Vendees shall have the option of having any amount received from such insurance applied in payment of repairs to such improvements so damaged, or in the erection of improvements upon said premises of at least equal value of those destroyed, or may at their option have one-half of any amount received from such insurance applied upon the purchase price remaining unpaid.

Vendees shall use said premises in a reasonable and proper manner and shall not commit waste thereon, nor permit the same to be unnecessarily injured during the continuance of this contract, and no damage to nor destruction of the improvements upon said premises, nor any change of conditions affecting said premises by condemnation proceedings or otherwise, shall in any way affect the liability of the Vendees nor relieve the Vendees from purchasing and paying therefor as herein provided.

It is further agreed and understood that the Vendees, in addition to the other terms and conditions of this agreement, shall take proper care of all fruit trees and shall use their best efforts to comply with all of the horticultural and agricultural laws, rules and regulations of the State of Washington. Vendees shall have the right to remove or graft trees in accordance with good horticultural practices.

Vendees shall have the right to sell or assign their respective interests under this contract, subject, however, to

the prior written approval of John M. Bloxom, the owner of the other one-half of the real and personal property being sold pursuant to this contract. No modification of this contract shall be valid unless endorsed hereon in writing, dated and signed by the parties hereto.

The Vendees have inspected the premises and take the same in its present condition, relying on no representations of the Vendors or their agents.

Vendors agree, if Vendees shall make such payments and all of them, and shall have performed all of the covenants and agreements herein by them to be kept and performed, to convey the real property which is to be sold hereunder by a good and sufficient warranty deed, saving and excepting from the warranties of said deed all liens, encumbrances, taxes and assessments suffered or imposed by the Vendees upon or against said premises from and after the date of this contract.

Time is of the essence of this agreement and in case of the failure of said Vendees to make said payments or any of them, or to perform any of the covenants and agreements by them to be kept and performed, as herein provided, said Vendors may at their option declare a forfeiture of this agreement, enter upon and repossess said premises and every part thereof, and remove all persons claiming under said Vendees therefrom and retain all payments made on this contract and all improvements placed upon said premises, as liquidated damages by said Vendors sustained; provided, however, that said Vendors shall give to said Vendees thirty (30) days' written notice of their intention so to declare a forfeiture, which said notice shall set forth in which respect said Vendees are in default, and said Vendees shall have thirty (30) days from the service of said notice upon them to cure said defaults set forth in said notice and bring said contract in good standing. This notice may be served personally upon said Vendees, or any of them, or by depositing the same in the United States Mail, postage prepaid and addressed to said Vendees at ⁹⁸⁹⁰¹ ~~Uncollected~~, Washington, ^{P.O. Box 1588, Yakima} ~~Washington~~, and the date when so deposited in said mail shall be the date of service on said Vendees.

In the event of failure by Vendees to make the payments or perform the covenants and agreements by them to be kept and performed as herein provided, Vendors' remedy shall be limited to forfeiture, repossession, removal of Vendees and retention of payments received in accordance with the immediately preceding paragraph. Also in the event of any such failure by Vendees,

Vendors specifically waive any right which they might have for recovery of personal judgment against the Vendees or any of them; provided, however, that in the event of any such failure by Vendees before the installment falling due hereunder January 20, 1969 is fully paid, Vendors shall also be entitled to realize upon their security interest in personal property created hereunder.

Vendors and Vendees hereby acknowledge that nothing in this agreement does or shall evidence, create or impose any claim by them against John M. Bloxom or any interest in or claim against the undivided one-half interest of John M. Bloxom in the real or personal property which is described herein. Further, Vendors waive any right or claim which they may have against the undivided one-half interest of John M. Bloxom to said real and personal property.

If it should be necessary for the Vendors to give the Vendees any notice under the provisions of this contract, as a condition of reinstatement the Vendees must reimburse the Vendors for all costs incurred in the preparation and serving of said notice.

All the terms and conditions of this contract shall be obligatory upon and bind and inure to the benefit of the heirs, executors, administrators and personal representatives of all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Ray Arthur

Hazel M. Arthur
VENDORS

Robert R. Limbrook

George Ing

E. L. Jones

John McDonald

John M. Bloxom
VENDEES

EXHIBIT "A" TO REAL ESTATE CONTRACT DATED DECEMBER 27, 1968, by and between ROY ANTHON and HAZEL M. ANTHON, husband and wife, as Vendors, and GEORGE ING, JOHN M. BLOXOM, JR., E. L. JONES, MARVIN WARMKE, ROBERT TIMBROOK and JOHN MacDONALD as Vendees

Real property situate in Klickitat County, Washington:

West half of west half and southeast quarter of southwest quarter in Section 19, Township 4 North, Range 11 east, W.M.:

EXCEPT that portion of the west half of northwest quarter lying north and east of the White Salmon River, and

EXCEPT that portion of the southwest quarter of southwest quarter lying north and west of the White Salmon River;

Northeast quarter of northwest quarter, and north half of Government Lot 1 in Section 30, Township 4 north, Range 11 East, W.M.;

EXCEPT the north half of that portion of the northeast quarter of the northwest quarter and of Government Lot 1 lying westerly of county road known as Oak Ridge Road and southerly of the following described line: Beginning at a point on the westerly boundary of said Section 30 a distance of 196 feet south of its northwest corner; thence easterly along an existing deer fence to a point on the easterly boundary of said northeast quarter of the northwest quarter which is 220 feet south of its northeast corner, and the terminal point of said line;

That portion of the southeast quarter of northeast quarter and of the northeast quarter of southeast quarter of Section 24, Township 4 north, Range 10 east, W.M. described as follows:

Beginning at a point on the center line of the Husum-Trout Lake County Road, which point is 30 feet north of the south line of the northeast quarter of said Section 24; thence running east parallel with said south boundary line 223 feet, more or less, to the east line of said Section 24; thence south along said east line 870 feet to a point in the center line of said Husum-Trout Lake County Road; thence northwesterly along the center line of said county road to the point of beginning;

EXCEPT county roads;

EXCEPT Secondary State Highway No. 8-D.

EXHIBIT "B" TO REAL ESTATE CONTRACT DATED DECEMBER 27, 1968, by and between ROY ANTHON and HAZEL M. ANTHON, husband and wife, as Vendors, and GEORGE ING, JOHN M. BLOXOM, JR., E. L. JONES, MARVIN WARMKE, ROBERT TIMBROOK and JOHN MacDONALD as Vendees

Real property situate in Skamania County, Washington:

Parcel 1:

The East half of the East half of the Southeast quarter of the Southeast quarter of Section 24, Township 3 North, Range 9 E.W.M.

Parcel 2:

The Southeast quarter of the Northeast quarter of Section 19, Township 3 North, Range 10 E.W.M.;

ALSO: A tract of land in the North half of the Northeast quarter of Section 19, Township 3 North, Range 10 E.W.M. described as follows:

Beginning at a brass hub marking the center of the said Section 19, thence north 1,320 feet to an iron pipe and the initial point of the tract hereby described; thence east 1,389.6 feet to an iron pipe; thence north 28° east 152.5 feet to an iron pipe; thence north 60° west 173.6 feet to an iron pipe; thence north 85° west 772.2 feet to an iron pipe; thence west 309 feet to an iron pipe; thence north 06°45' west 1,042 feet; thence west 107.1 feet to an iron pipe; thence south 1,320 feet to the initial point.

Parcel 3:

Government Lots 1 and 2 (being also described as the W 1/2 of the NW 1/4), and the East half of the Northwest quarter of Section 19, Township 3 North, Range 10 E.W.M.; EXCEPT the east 8 rods of the Southeast quarter of the Northwest quarter of the said Section 19; and EXCEPT a tract of land consisting of 32.01 acres, more or less, conveyed to Broughton Lumber Company by deed dated July 16, 1952, and recorded July 24, 1952, at page 342 of Book 35 of Deeds, under Auditor's File No. 44316, Records of Skamania County, Washington.

Parcel 4:

Lots 1, 2, 3, 4, 7, 8, 9, 10, 14 and 15 of Seeley's Subdivision of the Southwest quarter of Section 19, Township 3 North, Range 10 E.W.M., according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, EXCEPT the Northeast quarter of the said lot 7.

Parcel 5:

That portion of the Southwest quarter of the Southeast quarter and of the Southeast quarter of the Southwest quarter of Section 18, Township 3 North, Range 10 E.W.M. described as follows:

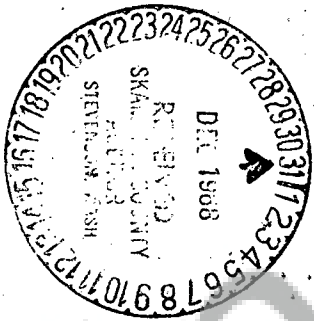
Beginning at an iron pipe 2,640 feet north of a brass hub marking the center of Section 19, Township 3 North, Range 10 E.W.M.; thence east 107.1 feet; thence north 06°45' west 66.7 feet to an iron pipe; thence west 1,420.3 feet to intersection with the east line of the SE 1/4 of the SW 1/4 of the said Section 18; thence south 66 feet to the south line of the said section 18; thence east 1,320 feet to the point of beginning.

EXHIBIT "C" TO REAL ESTATE CONTRACT DATED DECEMBER 27, 1968, by and between ROY ANTHON and HAZEL M. ANTHON, husband and wife, as Vendors, and GEORGE ING, JOHN M. BLOXOM, JR., E. L. JONES, MARVIN WARMKE, ROBERT TIMBROOK and JOHN MacDONALD as Vendees

Further real estate situate in Skamania County, Washington, to-wit:

An undivided fractional interest in the North 66-2/3 rods and an undivided fractional interest in the South 93-1/3 rods of the following described real property:

Government Lots 3 and 4 (being also described as the West half of the Southwest quarter) of Section 18, Township 3 North, Range 10 E.W.M.



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