

THIS CONTRACT, Made this 16th day of April, 1973, between  
CHITEN PROPERTIES, INC., a Washington corporation,

hereinafter called the seller,  
and FRED W. LEWIS, a married man; J. C. MILLS, JR., a married man;  
SAM B. BROWN, a married man, hereinlater called the buyer,

**WITNESSETH:** That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Skamania County, State of Washington, to wit:

SEE ATTACHED DESCRIPTIONS

It is understood and agreed that the Buyers have no personal liability under this Agreement and that Sellers remedy in event of default is to declare this contract null and void and to recover the unreleased portion of the property and retention of the payments previously made.

Fifty and

for the sum of Thirty-five Thousand Two Hundred and no/100-- Dollars (\$ 35,250.00.)  
(hereinafter called the purchase price) on account of which Seven Thousand and no/100----  
Dollars (\$ 7,000.00 ) is paid on the execution hereof (the receipt of which is  
hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in  
amounts as follows, to-wit:

payable semi-annually  
3 years interest only payments, then 15 years of  
annual payments, each payment to be 1/15th of  
original balance owed together with interest at  
7% per annum; with deed releases upon separate  
payment at \$25.00 per front foot measured along  
the Washougal River with a minimum of 100 feet  
each release; buyer shall prepare and present Am  
deeds for all deed releases.

The buyer warrants to and covenants with the seller that the real property described in this contract is:  
"A) primarily for buyer's personal, family, household or agricultural purposes;  
"B) for an organization or entity if buyer is a natural person; or  
"C) for business or commercial purposes other than agricultural purposes.  
All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of  
12% per annum, commencing January 1, 1980, and continuing thereafter until paid in full.

If all such purchase price may be paid at any time, all deferred balances of said purchase price shall bear interest at the rate of per cent per annum from the **close of escrow** until paid, interest to be paid **see above**. The minimum regular payments above required, taxes on said property for the current tax year, shall be prorated between the parties hereto as of the date of this instrument.

193 And upon return with payment in full, he will release the funds on and previous to his arrival, plus all breeding stock, and all other items and save the costs, herein itemized, and will pay him a sum equal to the amount of his interest in standing account such items, and will add all breeding stock, and property, as well as all water rents, public charges, and manorial dues which have accrued during his ownership, and previous all promptly before the same or any part thereof become due, that is to say, except as may be agreed upon, and keep insured all buildings and personalty against loss or damage by fire, with extended coverage in all cases.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall not in any way affect his right hereunder to enforce the same, nor shall any waiver by seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of this provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$35,250.00. However, the actual consideration consists of or includes other property or value given as promised which is FORBIDDEN consideration (Indicate which).  
It is illegal to give or receive any consideration which is not in writing, or to give or receive any consideration which is illegal.

In case suit or action is instituted to foreclose this agreement or to enforce any of its provisions and if hereof, the buyer agrees to pay such sum as may be awarded plaintiff in said suit or action and if appealed, the buyer agrees to pay all expenses of appeal and if the trial court, the buyer further promises to pay such sum as the appellate court shall award plaintiff's attorney's fees in such appeal.

**IN WITNESS WHEREOF**, said parties have executed this instrument in duplicate; if either of the un-

*designed is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.*

CHATHAM ROBERTSON

BY R. J. Kittleson, President

Red M. Lewis  
U.S. Mills Jr.  
R. B. Pittison Jr.

BY: **DONALD E. KETTLEHOUSE** - *notarized*

**IMPORTANT NOTICE:** Delete, by lining out, whatever phrase and whatever warranty (A) or (B) is not applicable.

**Warranty:** (A) If applicable and if the seller is a tradesman, in such word as is defined in the Truth-in-Lending Act and Regulation Z, the seller **MUST** comply with the Act and Regulation by making required disclosures; for this purpose, Section 93.010.

*we, Stevens-Steel Form, No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which we, Stevens-Steel Form No. 1308 or similar.*

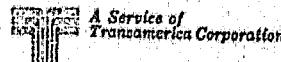
dwelling in which event use Stevens-Vest Form "For Lease or Similar."

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10. The following table shows the number of hours worked by 1000 workers in a certain industry.

10. The following table shows the number of hours worked by each employee in a company.

BOOK 125 PAGE 420



**Transamerica Title Insurance Co.**  
409 S.W. Ninth Ave.      Portland, Oregon 97205

Both the Seller and the Husband Purchaser agree that attached document is in form acceptable to them.

Seller- CHATEAU PROPERTIES INC.

R. J. KITTLESON, PRES.

DONALD E. KETTLEBERG, SECY. TREAS.

Buyer-

FRED M. LEWIS

JAC. MIELS, JR.

SAM E. BROWN



FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

ATKINS NEED LAW FIRM, PORTLAND, OREGON

STATE OF OREGON,

County of Multnomah  
before me appears,

R. J. KITTLESON

ss.

DONALD E. KETTLEBERG  
duly sworn, did say that he, the said R. J. KITTLESON both to me personally known; who being  
is the President, and he, the said DONALD E. KETTLEBERG  
Secretary Treasurer of CHATEAU PROPERTIES, INC.  
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation  
and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board  
of Directors, and R. J. KITTLESON and DONALD E. KETTLEBERG  
do acknowledge said instrument to be the free act and deed of said Corporation.

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

Notary Public for Oregon,  
My Commission expires January 21, 1977.

4TH PORTION TRADE "C"

The north 1,250.00 feet of the West half of the West half of Section 23, T2N, R5E, WM Skamania County, Washington. EXCEPT a tract of land and an easement for a road right of way conveyed to the State of Washington, Department of Fisheries, by deeds dated June 3, 1954, and recorded at pages 185 and 186 of Book 38 of Deeds, Records of Skamania County, Washington; and

EXCEPT that portion of the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of the said Section 23 lying west-  
erly of the center of the channel of the Washougal River; and

EXCEPT that portion thereof lying easterly of a line 30 feet easterly of  
and parallel to the following described center line of an existing 60 foot  
road; Beginning at a point on the south line of the tract of land conveyed  
to the State of Washington Department of Fisheries, dated June 3, 1954, and  
recorded June 16, 1954, at page 185 of Book 38 of Deeds, Records of Skamania  
County, Washington, said point being 200 feet south and 850 feet east of the  
northwest corner of said Section 23; thence south 45° 20' west 290 feet;  
thence south 38° 50' west 90 feet; thence south 09° 20' east 170 feet; thence  
south 31° east 225 feet; thence south 15° 40' west 270 feet; thence south 05°  
e.<sup>n.</sup> 480 feet; thence south 20° 30' west 790 feet; thence south 02° east 515  
feet; thence south 05° east 1,200 feet; thence south 01° 40' west 870 feet  
to the end of said existing road; and

TOGETHER WITH a non-exclusive reciprocal easement for ingress, egress and  
utilities over and across the Easterly 30 feet of the following described  
tract, to wit:

That portion of the Northeast Quarter of the Northwest Quarter  
of Section 34, Township 2 North, Range 5 east, Willamette Meridian  
lying Westerly of a line 250 feet distant in an Easterly direction  
from the Easterly bank of the Washougal River at mean high water,  
and Easterly of the center of the channel of the Washougal River.

ALSO a non-exclusive reciprocal easement for ingress, egress and utilities  
over and across the following described tracts, to wit:

All that portion of the South Half of the Southwest Quarter of  
Section 26, Township 2 North, Range 5 East, Willamette Meridian,  
lying Northwesterly of a line 250 feet distant in a Southeasterly  
direction from the Easterly bank of the Washougal River at mean  
high water.

AND ALSO that part of the East 900 feet of the Southeast Quarter  
of Section 27, Township 2 North, Range 5 East, Willamette Meridian,  
that lies Southerly of the center of the channel of the Washougal  
River and Northerly of a line 250 feet Southerly of and parallel with  
the South bank of the Washougal River.

ALSO a non-exclusive reciprocal easement for ingress, egress and utilities  
over and across the following described tracts, to wit:

A 30 foot tract lying Easterly of and adjacent to the following described line: Beginning at a point on the South line of the tract of land conveyed to the State of Washington, Department of Fisheries, dated June 3, 1954, and recorded June 16, 1954, at page 185, Book 38 of Deeds, Records of Skamania County, Washington, said point being 200 feet South and 850 feet East of the Northwest corner of said Section 23; thence South  $45^{\circ}20'$  West 290 feet; thence South  $38^{\circ}50'$  West 90 feet; thence South  $09^{\circ}20'$  East 170 feet; thence South  $31^{\circ}$  East 225 feet; thence South  $15^{\circ}40'$  West 270 feet; thence South  $05^{\circ}$  East 480 feet; thence South  $20^{\circ}30'$  West 790 feet; thence South  $02^{\circ}$  East 515 feet; thence South  $05^{\circ}$  East 1,200 feet; thence South  $01^{\circ}40'$  West 870 feet to the end of said existing road.

A 30 foot tract lying Easterly of and adjacent to the following described line: Beginning at a point 30 feet East of the last described point on the above described line, thence West 30 feet, more or less, to a point that is 100 feet East of the Easterly bank of the Washougal River at mean high water, said point being the True Point of Beginning hereof; thence Southerly, along a course parallel with and 100 feet Easterly from the Easterly bank of the Washougal River at mean high water, to an intersection with the South line of said Section 23 and the end of said line.

ALSO a non-exclusive reciprocal easement for ingress, egress and utilities over and across the Southerly 30 feet of the following described tract, to wit:

That portion of the Southeast Quarter of Section 27, Township 2, North, Range 5 East, Willamette Meridian, lying Northerly of a line 250 feet distant in a Southerly direction from the Southerly bank of the Washougal River and Southerly of the channel of the Washougal River. EXCEPT the East 900 feet of the Southeast Quarter.

RESERVING unto the Grantor, his heirs and assigns a non-exclusive reciprocal easement for ingress, egress and utilities over and across the following described tracts, to wit:

A 30 foot tract lying Easterly of and adjacent to the following described line: Beginning at a point on the South line of the tract of land conveyed to the State of Washington, Department of Fisheries, dated June 3, 1954, and recorded June 16, 1954, at page 185, Book 38 of Deeds, Records of Skamania County, Washington, said point being 200 feet South and 850 feet East of the Northwest corner of said Section 23; thence South  $45^{\circ}20'$  West 290 feet; thence South  $38^{\circ}50'$  West 90 feet; thence South  $09^{\circ}20'$  East 170 feet; thence South  $31^{\circ}$  East 225 feet; thence South  $15^{\circ}40'$  West 270 feet; thence South  $05^{\circ}$  East 480 feet; thence South  $20^{\circ}30'$  West 790 feet; thence South  $02^{\circ}$  East 515 feet; thence South  $05^{\circ}$  East 1,200 feet; thence South  $01^{\circ}40'$  West 870 feet to the end of said existing road.