

THIS CONTRACT, made this 18th day of April, 1973, Between CHATEAU PROPERTIES, INC., a Washington corporation

and FRED M. LEWIS, a married man; J. C. MILLS, JR., a married man; SAM D. BROWN, a married man, hereinafter 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... S. AMANIA... County, State of Washington, to-wit:

SHE 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.

for the sum of Thirty-five Thousand Two Hundred and 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 10/15/73
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 deeds for all deed releases.

2008 TRANSACTION EXCISE TAX JUL - 2 1973 Amount Paid 352.50

The buyer warrants to and covenants with the seller that the real property described in this contract is (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than...

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 7 per cent per annum from close of escrow until paid, interest to be paid as above...

The buyer shall be entitled to possession of said lands on... and may retain such possession as long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter...

In a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such fire, theft, water, wind, hail, or other damage or loss or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, for as of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 15 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of all encumbrances at the date hereof and free and clear of all encumbrances since said date, placed, recorded or arising by, through or under any deed.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days after the time limited therefore, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void; (2) to rescind this contract by suit in equity, and in any of such cases, all rights and interest created or claimed in favor of the buyer as against the seller hereunder shall utterly come and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller; (3) to foreclose this contract by suit at law or in equity, and in any of such cases, the seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of such provision, or of any other provision of this contract.

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 or promised which is the part of the consideration (Indicate which) (1).

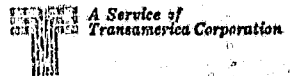
In case suit or action is instituted to enforce this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In concluding this contract, it is understood that the seller or the buyer may be more than one person; that if the contest so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned 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.

Fred M. Lewis J. C. Mills, Jr. Sam D. Brown
CHATEAU PROPERTIES, INC. BY: R. M. Kittleson, President
Donald E. R. Kittleson, Sec. Treas.

IMPORTANT NOTICE: Before, by signing out, whichever shows and whichever warrants (A) or (B) is not applicable. If (A) is applicable and if the seller is a seller, as such word 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, use Standard Form No. 100C or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Standard Form No. 100C or similar.



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.

[Signature]
R.J. KETTLESON, PRES.

[Signature]
DONALD E. KETTLEBERG, SEC. TREAS.

Buyer-



[Signature]
FRED M. LEWIS

[Signature]
JIC. MILLS, JR.

[Signature]
SAM E. BROWN

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

5910 STEVENS-HESS L & PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Multnomah } ss.
before me appeared R. J. KITTLESON
DONALD E. KETTLEBERG both to me personally known, who being
duly sworn, did say that he, the said R. J. KITTLESON
is the President, and he, the said DONALD E. KETTLEBERG
is the 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
acknowledged said instrument to be the true act and deed of said Corporation.

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

[Signature]
Notary Public for Oregon,
My Commission expires January 21, 1977

MIDDLE PORTION TRACT "C"

The South 1,250.0 feet of the North 2,500.0 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, Records of Skamania County, Washington; and recorded at pg. 187 and 188 of Book 38; and

EXCEPT that portion of the $W\frac{1}{2}$ of the $W\frac{1}{2}$ of the said Section 23 lying westerly 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 50 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° east 225 feet; thence south $15^{\circ} 40'$ west 270 feet; thence south 05° east 480 feet; thence south $20^{\circ} 30'$ west 790 feet; thence south 02° east 515 feet; thence south 05° east 1,200 feet; thence south $01^{\circ} 40'$ west 870 feet to the end of said existing road;

ALSO all that portion of the South Half of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, Township 2 North, Range 5 E.W. M., lying westerly of the center of the channel of the Washougal River; EXCEPT the south 180 feet thereof platted as a portion of Block One of River Glen on the Washougal according to the official plat thereof on file and of record at page 132 of Book A of Plats, Records of Skamania County, Washington;

SUBJECT TO easements and rights of way for County Road No. 1106 designated as the Washougal River Road.

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 23, 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 23, Township 2 North, Range 5 East, Willamette Meridian, lying westerly of a line 250 feet distant in a Southeastly direction from the Easterly bank of the Washougal River at mean high water.

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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 Southeasterly 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, 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° 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° East 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.

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° 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° East 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.