

DEED AND PURCHASER'S ASSIGNMENT OF REAL ESTATE CONTRACT

THE GRANTORS, JOHN B. MC COURT and DOROTHY ANNE MC COURT, husband and wife, for value received do hereby convey and quit claim to WILLIAM E. MC ANDREW and MARGARET L. MC ANDREW, husband and wife, the grantees herein, the following described real estate, situated in the County of Skamania, State of Washington, including any interest therein which grantors may hereafter acquire:

PARCEL NO. 1

The West half of the southeast quarter of the northwest quarter (W 1/2 SE 1/4 NW 1/4) EXCEPT the north 558 feet thereof; and the West half of the northeast quarter of the southwest quarter (W 1/2 NE 1/4 SW 1/4) EXCEPT that portion thereof lying southeasterly of the county road known and designated as the Underwood-Willard Highway; in Section 21, Township 3 North, Range 10 E.W.M.

PARCEL NO. 2

A tract of land situated in the East half of the southeast quarter of the northwest quarter (E 1/2 SE 1/4 NW 1/4) and in the East half of the northeast quarter of the southwest quarter (E 1/2 NE 1/4 SW 1/4) of Section 21, Township 3 North, Range 10 E.W.M. described as follows:

Beginning at the northwest corner of the E 1/2 of the SE 1/4 of the NW 1/4 of said Section 21 marked with a railroad iron, thence south 660 feet to the initial point of the tract hereby described; thence south 1,167.96 feet to the northerly line of the county road known and designated as the Underwood-Willard Highway; thence following the said highway north 70° 13' east 106.7 feet; thence north 66° 24' east 118.2 feet; thence north 12° 55' east 43.0 feet; thence north 22° 29' west 52.8 feet; thence north 51° 11' east 160.9 feet; thence north 895.6 feet; thence south 89° 38' west 323.41 feet to the initial point.

PARCEL NO. 3

All that portion of the South half of the southwest quarter of the Northeast quarter (S 1/2 SW 1/4 NE 1/4) of Section 21, Township 3 North, Range 10 E. W. M., lying northwesterly of the county road known and designated as the Underwood-Willard Highway, EXCEPT that portion thereof described as follows: Beginning at the intersection of the northwesterly right of way line of said highway with the north line of the S 1/2 of the SW 1/4 of the NE 1/4 of the said Section 21, said point being 568.98 feet west of the northeast corner of the S 1/2 of the SW 1/4 of the NE 1/4 of the said Section 21; thence following the north line of the S 1/2 of the SW 1/4 of the NE 1/4 of the said Section 21 west 280 feet; thence south 135 feet, more or less, to a point north 100 feet from the northwesterly right of way line of said Underwood-Willard Highway; thence west 200 feet; thence south 225 feet, more or less, to the northwesterly right of way line of said highway; thence in a northeasterly direction following the northwesterly right of way line of said highway to the point of beginning.

RESERVING, however to grantors, their heirs and assigns, that certain underground rectangular concrete reservoir located 182 feet south and 54 feet east of said initial point, together with the water pipelines from said reservoir to the dwelling house of grantors, and right to repair same and maintain same. (This applies to parcel 2 only).

GRANTING also, a mutual easement 12 feet in width to be used in common with grantors, their heirs and assigns, over the existing road leading from the said Underwood-Willard Highway along the east line of the above described real property to a loading platform now constructed on grantors' property (this applies to parcel 2 only).

TOGETHER with the following personal property:

- 1 dozer blade
- 1 spring tooth harrow
- 17 wooden ladders
- 1 scale
- 2 Ford Tractors
- 1 fork lift
- 1 3 point lift
- 6 long handled pruning shears
- 8 aluminum ladders
- 1 crawler, John Deere
- 1 speed sprayer
- 1 2 bottom moldboard plow
- 1 fertilizer spreader,
- fertilizer and misc. chemicals
- 2 picker's cabins
- 1 3 point disk
- 1 pull type disk
- misc. tools
- 1 cultipacker

and do hereby assign, transfer and set over unto the grantees that certain real estate contract of sale labeled Correction Contract and recorded in the office of the County Auditor, Skamania County, State of Washington and dated March 14, 1973, by and between Fred W. Frazer and Eva K. Frazer, husband and wife, as sellers, and John B. McCourt and Dorothy Anne McCourt, husband and wife, as purchasers, for the sale and purchase of the above said real estate and personal property. That the grantees hereby assume and agree to fulfill the conditions of said real estate contract which is incorporated herein by reference and made a part hereof.

That the grantors herein agree that as between the grantors and the grantees herein, that the total amount due under said contract hereinabove referred to is the sum of \$21,525.78 as of March 16,

1973, which the grantees herein agree to assume and pay unto Fred W. Frazer and Eva K. Frazer.

Time is of the essence of this contract. In case the purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall become due as hereinbefore provided or shall fail to perform any covenant or agreement aforesaid, the sellers may elect to declare forfeiture and cancellation of this contract; and upon such election being made, all rights of the purchasers hereunder shall be retained by the sellers in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to wit: Underwood, Minnesota, or at such other address as the purchasers will indicate to the sellers in writing.

That it is understood and agreed herein that the grantees, WILLIAM B. MC ANDREW and MARGARET L. MC ANDREW, herein agree to insure said premises in an amount not less than \$10,000.00 with the said JOHN B. MC COURT and DOROTHY ANNE MC COURT as loss payees named therein, and shall at all times keep said premiums paid in full during the entire tenure of this contract.

That the parties hereto agree that the purchase price as between the grantors and the grantees herein shall be the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), of which the sum of SEVENTY FIVE HUNDRED DOLLARS (\$7500.00) has been paid down, receipt of which is hereby acknowledged, and that the balance thereof, to wit: FORTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500.00) shall be payable over a period of 20 years on monthly installments of a pre-computed monthly amount of \$169.18 on the difference between the balance of the said contract hereinabove expressed, to wit: \$21,525.78, which difference represents the grantors' equity, is the sum of \$20,974.22, which the said grantees herein agree to retire at the above and express terms, namely \$169.18 monthly, for a period of 20 years pre-computed, at an interest rate of seven and one-half per cent (7 1/2%) per annum on the unpaid monthly balances.

That the parties hereto agree that the first payment shall commence November 1, 1973, on the equity hereinabove agreed upon unto the grantors by the said grantees.

That the parties herein agree that the grantees herein covenant and agree to assume the contract balance of \$21,525.78, and keep said payments current and hold the grantors herein harmless thereby.

Parties hereto agree that the grantees herein shall be entitled to possession on or before, but not later than November 1, 1973.

The parties hereto agree that at the time of execution of this indenture, the 1973 fruit crop is now nurturing and bearing fruit and crop and that the parties acknowledge that the grantors herein have made numerous expenditures and incurred expenses for labor and materials in order to raise and nurture said 1973 crop and the parties hereto expressly agree that the grantors shall be entitled to continue to raise, nurture and harvest all of the 1973 crop and



the grantors shall be entitled to all the proceeds from the 1973 crop harvest and it is herein agreed that said 1973 crop shall be fully harvested on or before, but not later than November 1, 1973.

The parties hereto agree that a deed and bill of sale covering the aforescribed real and personal property shall be placed in escrow.

The grantees herein expressly reserve the right to accelerate any and all payments due herein unto the grantors as to principal and interest, at any time during the tenure of this contract without penalty imposed upon the grantees for such privilege of acceleration, if same be exercised.

Dated this 14 day of June 1973.

John B. Mc Court William E. Mc Court  
Dorothy Anne Mc Court Margaret A. Mc Court  
 Grantors Grantees

ASSIGNMENT APPROVED AND CONSENTED TO:

James H. Frazier  
James H. Frazier

STATE OF WASHINGTON )  
 County of Klickitat ) ss.

2068  
 TRANSACTION EXCISE TAX  
 AUG - 9 1973  
 Amount Paid \$404.00  
 Skamania County Treasurer

On this day personally appeared before me JOHN B. MC COURT and DOROTHY ANNE MC COURT, husband and wife, 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 14 day of June 1973.

John B. Mc Court  
 Notary Public for State of Washington  
 Residing in White Salmon

STATE OF WASHINGTON )  
County of Klickitat ) ss.

On this day personally appeared before me WILLIAM E. MC ANDREW and MARGARET L. MC ANDREW, husband and wife, 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 19 day of June, 1973.

William E. McAndrew  
Notary Public for State of Washington  
Residing at White Salmon

STATE OF WASHINGTON )  
County of Klickitat ) ss.

On this day personally appeared before me FRED W. FRAZER and EVA K. FRAZER, husband and wife, 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 19 day of June, 1973.

Fred W. Frazer  
Notary Public for State of Washington  
Residing at White Salmon