

CFR 0727

Mr. Alphonse Kollas Jr.

CFR0727

Hood River

isla  
6/7/94

APPLICATION FOR CENTURY FARM HONORS

Deadline for Filing Application - May 31, 1994

(Please type or print)

Telephone #: Redacted for Privacy

Your Name (Mr., Mrs., Ms., Miss) Mr. Alphonse Kollas, Jr.

Your Address Redacted for Privacy  
Street, Route or Box # City Zip Code

Location of Farm Redacted for Privacy

To qualify as a Century Farm, a farm must have no fewer than 10 acres with a gross income from farm use of not less than \$500 per year for three out of the five years immediately preceding application for Century Farm honors.

Does your farm meet this qualification? yes

Name of family member who was founder or original owner of farm: Philip Kollas

Founder gained ownership of farm in (Year) 1894  
(ATTACH VERIFYING DOCUMENTATION, See Rule 9).

Founder came to Oregon from Germany via Australia

Who farms the land today? Alphonse Kollas, Jr.

Relationship to original owner grandson

Are any of the original buildings still in use? yes

If yes, which ones? original house and barn

If you know crops or livestock raised on farm one hundred years ago, please list: apples-spitz, newtown

What do you raise on the farm today? apples-many varieties, pears, and cherries.

How many generations live on the farm today? 2

Please list names: Alphonse Kollas, Jr; Kenneth Kollas; Keith Kollas; Michelle

Do you declare that the <sup>Calderon</sup> statements made above are accurate and correct to the best of your knowledge? yes

Alphonse Kollas  
Signature of Owner

Please return forms to: Century Farm Program  
Oregon Historical Society  
1200 S. W. Park Avenue  
Portland, OR 97205-2483

STATEMENT FORM

I, Alphonse Kollas, Jr.  
(Print Full Name)

hereby affirm and declare that the farm which I own at  
Redacted for Privacy  
(Full Address)

in Hood River County,  
shall have been owned by my family as specified in Rule 2 of the  
RULES FOR 1993 CENTURY FARM PROGRAM for at least one hundred  
years by no later than December 31, 1994.

Alphonse Kollas, Jr.  
Signature

- - - - Acknowledgement (for use of Notary Public) - - - - -

STATE OF OREGON  
County of Hood River

BE IT REMEMBERED, That on this 20th day of May,  
1994, before me, the undersigned, a Notary Public in and for

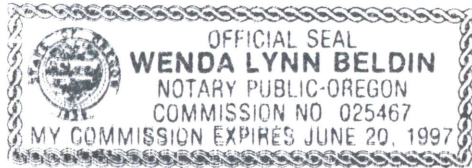
said County and State, personally appeared the within named  
Alphonse Kollas, Jr.

known to me to be the identical individual described in and who  
executed the within instrument and acknowledged to me that Alphonse  
executed the same freely and voluntarily.

In Testimony Whereof, I have  
set my hand and affixed my  
official seal the day and  
year last above written.

Wenda Lynn Beldin  
Notary Public for Oregon

Commission Expires 6/20/97



Kollas Orchards was first established in 1894 when Phillip Kollas arrived in the Northwest from Germany by way of Australia. A Millwright in his native land, he initially worked at a flour mill in The Dalles before settling in Odell. In fact, after purchasing the 160 acres on the North slope of Gilhouilly Mountain, Phillip would walk (or catch a ride on a neighbor's wagon) over the Mosier ridge to The Dalles mill on Monday and return home to Odell on Friday to work in his nursery and orchard over the weekend.

By the time of his death in 1913, Phillip had established a healthy orchard with over 20 varieties of apples and several pears. Phillip's widow Maria deeded twenty acre parcels to her four son's, Frank, George Wilhelm, Albert, and Alphonse, with the agreement that they would help each other further develop the property by planting and clearing. George sold his twenty acres to Albert and Frank, but that was never developed and ultimately left Kollas ownership. By 1943 Alphonse had taken over Frank's 20 acres and so controlled 40 acres himself. With his brother Albert, they operated an apple packing house by the barnyard and grew renowned cherry crops. Some of their fruit they sold independently, but much was labeled and sold by Dukwall-Pooley.

In 1949 Alphonse sold 20 acres to his son Alphonse Jr. (known as Bud). Bud then purchased 20 additional acres from Albert in 1962 and ultimately took over Alphonse Sr.'s remaining 20 acres in 1982 upon his death. Today Bud farms 45 acres with a healthy mix of pears, apples, and cherries. Stadelman Packing markets and distributes most of his fruit. Bud's four children have all stayed close to the farm and hope that a bicentennial designation will be available for their grandchildren to secure.





Witnesseth: that the party of the first part in consideration of the sum of Six Hundred Dollars to them duly paid, the receipt of which is hereby acknowledged have sold and by these presents do grant, and convey to the said party of the second part his heirs and assigns all that tract or parcel of land situated in the County of Wasco and State of Oregon, described as follows, to-wit:

The south half of the southeast quarter (S½ of SE¼) the north west quarter of the southeast quarter (NW¼ of SE¼) and the southwest quarter of the north east quarter (SW¼ of the NE¼) of Section twenty eight (28) in Township two (2) North of range ten (10) East of Willamette Meridian, in Oregon, containing one hundred and sixty (160) acres with the appurtenances and all the estate, title and interest of the said parties of the first part therein and the said grantors do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever, against all persons claiming the same.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed sealed and delivered in the presence of Michael Pelz (Seal)
Peter Ervertz, Carl Schwaiger Mary M. Pelz (Seal)

State of Kansas) ss. Be It Remembered, That on this 26 day of April A. D. 1894 before me Sedgwick County) a Notary Public in and for said County and State came Michael Pelz and Mary his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(Seal) F. J. R. Zeeler, Notary Public My Commission expires June 10th 1894.

State of Kansas) ss. I, B. E. Kies, clerk of the District Court of the 18th Judicial District Sedgwick County) trict of the State of Kansas, within and for the County of Sedgwick the same being a Court of Record, do hereby certify that F. J. R. Zeller was an acting Notary Public on the 16 day of May A. D. 1894, and duly commissioned and qualified as such for said county of Sedgwick and authorized by the State of Kansas to take acknowledgments.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at my office in Wichita Kansas, this 16th day of May 1894.

(Seal) B. E. Kies, Clerk. C. H. Phillips, Deputy.

Transcribed from Wasco County records, book U of Deeds, page 319

Geo. C. Jones Jr. -- To -- W. L. Conkey. Filed June 12th 1894, at S. A. M.

Know all men by these Presents, That I Geo. C. Jones Jr. an unmarried man of White Salmon, County of Klickitat, State of Washington in consideration of one dollar and other good and valuable considerations to me paid by W. L. Conkey, of Appleton County of Oregon,

UNMARRIED

D E E D.

Filed For Record April 1st, A. D. 1913, at 2:11 P. M.

KNOW ALL MEN BY THESE PRESENTS: That Albert Kollas, unmarried of Hood River County, Oregon, in consideration of the sum of One Dollar and other valuable consideration to him paid by Maria Theresa Kollas of Hood River County, Oregon, has bargained and sold and does by these presents, grant, bargain, sell and convey unto said Maria Theresa Kollas and her assigns, a life estate in and to the following described real property situated in Hood River County, Oregon, to-wit:-

That certain framedwelling house now situated and being on the South one half (S<sup>1</sup>/<sub>2</sub>) of the North-west quarter (N.W.<sup>1</sup>/<sub>4</sub>) of the South-east quarter (S.E.<sup>1</sup>/<sub>4</sub>) of Section Twenty-eight (28) in Township Two (2) North Range Ten (10) East of Willamette Meridian.

To have and to hold the above described premises together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, unto the said Maria Theresa Kollas and her assigns, for and during her natural life.

In witness whereof the said grantor has hereunto set his hand and seal, this 11th day of March, 1913.

Witnesses.

J. A. Henderson.  
Albert P. Reed.

Albert Kollas.

(seal)

STATE OF OREGON        )  
                              : SS  
COUNTY OF HOOD RIVER )

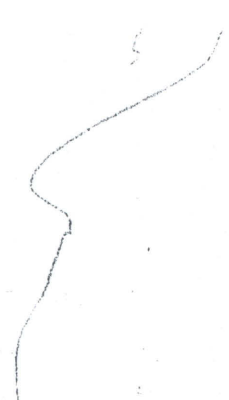
Be it remembered that on this 1st day of April, A. D. 1913, before me the undersigned, a Notary Public in and for said County and State personally appeared the within named Albert Kollas, unmarried, known to me to be the identical person described in and who acknowledged the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal.

Albert P. Reed.

(Notary Seal)

Notary Public for State of Oregon





D E E D.

Filed For Record April 1st, A. D. 1913, at 2:07 P. M.

KNOW ALL MEN BY THESE PRESENTS: That I, Maria Theresa Kollas, the widow of Philip Kollas deceased, of Hood River County, Oregon, in consideration of the sum of One Dollar and other valuable consideration to me in hand paid by Albert Kollas, of Hood River County, Oregon, do hereby remise, release, quitclaim and convey unto said Albert Kollas, his heirs and assigns, all my right, title and interest including dower, choate or inchoate in and to the following described real property, situated in Hood River County, State of Oregon, to-wit:-

The South one-half (S $\frac{1}{2}$ ) of the North-west quarter (N.W $\frac{1}{4}$ ) of the South-east quarter (S.E. $\frac{1}{4}$ ) of Section Twenty-eight (28) in Township Two (2) North, Range Ten (10) East of the Willamette Meridian, containing 20 acres more or less, together with an undivided one half interest in and to all water and water rights now used on and belonging to the W $\frac{1}{2}$  of the S.E. $\frac{1}{4}$  of said Section 28, the source and point of diversion of the said water being from a spring, and a creek flowing therefrom, situated on and flowing across the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the S.E. $\frac{1}{4}$  of said Section 28, and being from points of diversion, conveyed to the land by means of two certain pipe lines and one certain flume, and the right to keep, maintain, and operate said pipe lines, and flumes, over and across said land as now used, and to go upon the same for said purposes and to keep the same in repair.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said Albert Kollas, his heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of March, 1913.

Witnesses.

J. A. Henderson.  
Albert P. Reed.

Maria Theresa Kollas. (seal)

STATE OF OREGON )  
 : SS  
COUNTY OF HOOD RIVER )

BE IT REMEMBERED, that on this 1st day of April, 1913, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Maria Theresa Kollas, the widow of Philip Kollas, deceased, who is known to me to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that she executed the said freely and voluntarily.

IN TESTIMONY WHEREOF I have hereunto set my hand and Notarial seal.

Albert P. Reed.

(Notary Seal)

Notary Public for State of Oregon.

## GUARDIAN'S DEED.

Filed For Record April 1st, A. D. 1913, at 2:01 P. M.

THIS INDENTURE made this 11th day of March, A. D. 1913, by and between E. A. Franz the duly appointed, qualified and acting guardian of the estate of Alphonse Kollas, a minor, of the County of Hood River, State of Oregon, party of the first part, and Albert Kollas of Hood River County, Oregon, party of the second part;



partition of certain real property in and to which said minor owned an undivided interest, and on the 10th day of March, 1913, the County Court of the State of Oregon for Hood River County, duly made an order approving and confirming said agreement, and ordering and directing said guardian to make, execute and deliver certain deeds and other conveyances, pursuant thereto;

NOW THEREFORE, said first part pursuant to said order and for and in consideration of the sum of One Dollar and other valuable consideration, to him in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto said second part, his heirs and assigns, an undivided one-quarter (1/4) interest in and to the following described real property situated in the County of Hood River, and State of Oregon, to-wit:-

The South one-half (S $\frac{1}{2}$ ) of the North-west quarter (NW $\frac{1}{4}$ ) of the South-east quarter (SE $\frac{1}{4}$ ) of section Twenty-eight (28) in Township Two (2) North, Range Ten (10) East of Willamette Meridian, containing 20 acres more or less.

Together with an undivided one-quarter of an undivided one-half interest in and to all water and water rights now used on and belonging to the W $\frac{1}{2}$  of the S.E. $\frac{1}{4}$  of said Section 28, the source and point of diversion of the said water being from a spring, and a creek flowing therefrom, situated on and flowing across the S $\frac{1}{2}$  of the S.W. $\frac{1}{4}$  of the S.E. $\frac{1}{4}$  of said Section 28, and being from points of diversion conveyed to the land by means of two certain pipe lines and one certain flume, and the right to keep and maintain and operate said pipe lines and flume over and across said land as now used, and to go upon the same for said purposes and to keep the same in repair.

To have and to hold all and singular the above mentioned and described premises, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, said first part has hereunto set his hand and seal the day and year first above written.

Witnesses:  
Albert P. Reed.  
J. A. Henderson.

E. A. Franz (seal)  
As Guardian of the Estate of Alphonse Kollas a minor.

STATE OF OREGON )  
 : SS  
COUNTY OF HOOD RIVER )

BE IT REMEMBERED, that on this 1st day of April, 1913, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within E. A. Franz as the Guardian of the estate of Alphonse Kollas, a minor, who is known to me to be the person described in., and who executed the foregoing deed as such guardian, and acknowledged to me that he as the said Guardian executed the same freely and voluntarily.

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

Albert P. Reed.

(Notary Seal)

Notary Public for State of Oregon.



DEED OPERATING AN ESTATE BY THE ENTIRETIES

KNOW ALL MEN BY THESE PRESENTS that I, ALBERT EGGLER, husband of the  
wedded body, in consideration of CASH DOLLAR (\$1.00) and natural love and  
affection, do hereby grant, bargain, sell and convey unto my wife, ELLA EGGLER,  
the following described real property located in the City of Chicago, State of  
Illinois:

A certain undivided one-half interest in the following described  
real property, to-wit: the east half of the lot west quarter (124) of the  
southwest quarter (33) of the southeast quarter (12) of section 22 in Township 2 North, Range 10 East of the  
Illinoite Meridian 4<sup>th</sup> rolls west of the southeast corner  
thereof; more or less.

The description of said lot on the north line of the same said  
lot (124) of the southwest quarter (33) of the southeast quarter  
(12) of section 22 in Township 2 North, Range 10 East of the  
Illinoite Meridian 4<sup>th</sup> rolls west of the southeast corner  
thereof; thence north parallel with the east line of said lot  
of the 124 of 33, 40 rods, more or less, to the north line of  
said lot of the 124 of 33; thence east along said north line  
of said lot of the 124 of 33, to the northwest corner of said lot  
of the 124 of 33; thence south along the west line of said lot  
of the 124 of 33, to the southwest corner  
thereof; thence east along the south line of said lot  
of the 124 of 33, more or less, to the point of beginning,  
containing 40 rods, more or less, all according to the U.S.  
Government survey hereof.

I hereby give all water rights and rights of way for carrying water  
appurtenant thereto,  
and I hereby give all the same unto the said grantee and unto her heirs  
and assigns forever.

The grantor, being the owner in fee of the whole estate in the above  
described real property, has hereby conveyed to his wife, an undivided one-  
half interest therein, and it is the intention and purpose of the grantor and the  
grantee in the execution, delivery and acceptance of this deed of conveyance, that  
the grantor and grantee shall be and hereafter are seized of the entire estate in  
said real property as an estate by the entireties and not as community property,  
subject, however, to any easements, rights of way, restrictions, encumbrances or  
liens now existing against the same. The whole estate in said real property  
shall be held and owned in fee simple by the parties named in this instrument, or  
by the surviving one of them, and his, her or their heirs and assigns forever.



QUITCLAIM DEED.

Filed For Record April 1st, A. D. 1913, at 2:08, P. M.

KNOW ALL MEN BY THESE PRESENTS: That I, Maria Theresa Kollas, the widow of Philip Kollas, deceased, of Hood River County, Oregon, in consideration of One Dollar and other consideration, to me in hand paid by Alphonse Kollas of Hood River county, Oregon, do hereby remise, release, quitclaim and convey unto said Alphonse Kollas, his heirs and assigns, all my right, title and interest, including dower, choate and inchoate, in and to the following described real property situated in Hood River County, State of Oregon, to-wit:

The North one-half (N $\frac{1}{2}$ ) of the South-west quarter (S.W. $\frac{1}{4}$ ) of the south-east quarter (S.E. $\frac{1}{4}$ ) of Section Twenty-eight (28) in Township Two (2) North, Range Ten (10) East of Willamette Meridian, containing 20 acres more or less, together with an undivided one-half interest in and to all water and water rights now used on and belonging to the W $\frac{1}{2}$  of the S.E. $\frac{1}{4}$  of said Section 28, the source and point of diversion of said water being from a spring, and a creek flowing therefrom, situated on and flowing across the S $\frac{1}{2}$  of the S.W. $\frac{1}{4}$  of the S.E. $\frac{1}{4}$  of said Section 28, and being from points of diversion conveyed to the land by means of two certain pipe lines and one certain flume; and the right to keep, maintain, and operate said pipe lines and flume, over, and across said land as now used, and to go upon the same for said purposes, and to keep the same in repair.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said Alphonse Kollas, his heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of March, 1913.

Witnesses:

L. A. Henderson.  
Albert P. Reed.

Maria Theresa Kollas. (seal)

STATE OF OREGON )  
 : SS  
COUNTY OF HOOD RIVER )

Be it remembered that on this 1st day of April A. D. 1913, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Maria Theresa Kollas, the widow of Philip Kollas, deceased who is known to me to be the identical person described in and who executed the foregoing instrument, and acknowledged, to me that she executed the same freely and voluntarily.

In testimony whereof I have hereunto set my hand and Notarial seal.

Albert P. Reed.

(Notary Seal)

Notary public for State of Oregon.





74768

Filed for record January 27, 1949 at 10:45 A.M.

DEED CREATING AN ESTATE BY THE ENTIRETIES

KNOW ALL MEN BY THESE PRESENTS that I, ALPHONSE KOLLAS, husband of the grantor herein, in consideration of ONE DOLLAR (\$1.00) and natural love and affection, do hereby grant, bargain, sell and convey unto RUTH E. KOLLAS, my wife, the following described real property located in Hood River County, State of Oregon, to-wit:

An undivided one-half interest in the following property:

The North one-half ( $N\frac{1}{2}$ ) of the Southwest quarter ( $SW\frac{1}{4}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of Section Twenty-eight (28) in Township Two (2) North, Range Ten (10) East of Willamette Meridian, containing 20 acres, more or less,

TO HAVE AND TO HOLD the same unto the said grantee and unto her heirs and assigns forever.

The grantor, being the owner in fee of the whole estate in the above described real property, does hereby convey to his said wife an undivided one-half interest therein, and it is the intention and purpose of the grantor and the grantee in the execution, delivery and acceptance of this deed of conveyance, that the grantor and grantee shall be and hereafter are seised of the entire estate in said real property as an estate by the entireties and not as community property, subject, however, to any easements, rights of way, restrictions, encumbrances or liens now existing against the same. The whole estate in said real property shall be held and owned in fee simple by the parties named in this instrument, or by the surviving one of them, and his, her or their heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 26th day of January, 1949.

Alphonse Kollas (SEAL)

STATE OF OREGON )  
                              : ss  
County of Hood River )

January 26, 1949

Personally appeared the above named ALPHONSE KOLLAS and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



John N. Mohr  
Notary Public for Oregon  
My commission expires Aug. 1, 1949



GUARDIAN'S DEED.

Filed For Record April 1st, A. D. 1913, at 2:04 P. M.

THIS INDENTURE made this 11th day of March, A. D. 1913, by and between E. A. Franz, the duly appointed, qualified and acting guardian of the estate of Alphonse Kollas, a minor, of the County of Hood River State of Oregon, party of the first part and Frank A. Kollas of Gilliam County, Oregon, party of the second part,

WITNESSETH, That whereas, on the 20th day of February, A. D. 1913, the said Guardian made and entered into an agreement with said second part and others, for the partition of certain real property in and to which said minor owned an undivided interest; and on the 10th day of March, 1913, the County Court of the State of Oregon for Hood River County duly made an Order approving and confirming said agreement, and ordering and directing said guardian to make, execute and deliver certain deeds and other conveyances, pursuant thereto;

NOW THEREFORE, said first party pursuant to said order and for and in consideration of the sum of One Dollar and other valuable consideration to him in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto said said second part, his heirs and assigns, an undivided one-fourth (1/4) interest in and to the following described real property situated in the County of Hood River and State of Oregon, to-wit:-

The North one-half (N<sup>1</sup>/<sub>2</sub>) of the north-west quarter (N.W.<sup>1</sup>/<sub>4</sub>) of the South-east quarter (S.E.<sup>1</sup>/<sub>4</sub>) of Section Twenty-eight (28) in Township Two (2) North, Range Ten (10) East of Willamette Meridian, containing 20 acres, more or less, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold all and singular the above mentioned and described premises, unto the said party of the second part his heirs and assigns forever.

IN WITNESS WHEREOF, said first party has hereunto set his hand and seal the day and year first above written.

Witnesses:  
Albert P. Reed.  
L. A. Henderson.

E. A. Franz. (seal)  
As Guardian of the Estate of  
Alphonse Kollas, a minor.

STATE OF OREGON )  
 : SS  
COUNTY OF HOOD RIVER )

THIS CERTIFIES, that on this 1st day of April, 1913, before me a Notary Public in and for said County and State personally appeared the within named, E. A. Franz, as the Guardian of the Estate of Alphonse Kollas, a minor, who is known to me to be the person described in, and who executed the foregoing deed as such Guardian, and acknowledged to me that he as the said Guardian, executed the same freely and voluntarily.



QUITCLAIM D E E D.

Filed For Record April 1st, A. D. 1913, at 2:09 P. M.

KNOW ALL MEN BY THESE PRESENTS: That I Maria Theresa Kollas, the widow of Philip Kollas deceased, of Hood River County, Oregon, in consideration of the sum of One Dollar and other valuable consideration to me in hand paid by Frank A. Kollas, of Gilliam County, Oregon, do hereby remise, release, quitclaim and convey unto said Frank A. Kollas, his

Oregon, to-wit:-

The North one-half (N $\frac{1}{2}$ ) of the North-west quarter (N.W. $\frac{1}{4}$ ) of the South-east quarter (S.E. $\frac{1}{2}$ ) of Section Twenty eight (28) in Township Two (2) North Range Ten (10) East of Willamette Meridian, containing 20 acres more or less.

TO HAVE AND TO HOLD the same together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said Frank A. Kollas, his heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of March, 1913.

Witnesses.  
D. A. Henderson.  
Albert P. Reed

Maria Theresa Kollas. (Seal)

STATE OF OREGON )  
: SS  
COUNTY OF HOOD RIVER

THIS CERTIFIES: That on this 1st day of April, A. D. 1913, before me the undersigned, a Notary Public in and for said County and State personally appeared the within named Maria Theresa Kollas, the widow of Philip Kollas, deceased, who is known to me to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same freely and voluntarily.

In testimony whereof, I have hereunto set my hand and Notarial seal.

Albert P. Reed.

(Notary Seal)

Notary Public for State of Oregon.



COMPARED

Frank A. Kollas et ux

to

Alphonse Kollas

QUITCLAIM DEED

Filed for record March 26, 1943 at 10:30 A.M.

KNOW ALL MEN BY THESE PRESENTS that we, FRANK A. KOLLAS and IDA MAE KOLLAS, husband and wife, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to us in hand paid by ALPHONSE KOLLAS, the receipt of which is hereby acknowledged, do hereby remise, release and forever QUITCLAIM unto the said ALPHONSE KOLLAS and unto his heirs and assigns, all of our right, title, estate and interest in and to the following described real property, situated in the County of Hood River, State of Oregon, to-wit:

North Half of the Northwest Quarter of the Southeast Quarter of Section 28, Township 2 North, Range 10 East of the Willamette Meridian, together with one half inch of water, the same to be delivered to the grantees at the dwelling house now situated on the South half of the Northwest Quarter of the Southeast Quarter of said Section 28, and the right to construct, operate and maintain a one-half inch pipe line over and across said South half of the Northwest Quarter of the Southeast Quarter of said Section 28, together with a right to go upon the said land at any time for the purposes of maintaining and repairing said pipe.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and, also all of our estate, right, title and interest in and to the same.

TO HAVE AND TO HOLD the above described and granted premises unto the said ALPHONSE KOLLAS and unto his heirs and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day of March, 1943.

Frank A. Kollas (SEAL)  
Ida Mae Kollas (SEAL)

STATE OF OREGON )  
 ) ss.  
COUNTY OF HOOD RIVER )

On this 26th day of March, 1943, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named FRANK A. KOLLAS and IDA MAE KOLLAS, husband and wife, who are known to me to be the identical persons named in and who executed the within and foregoing instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(NOTARIAL SEAL)

P. F. Bucklin  
Notary Public for Oregon  
My commission expires Apr. 7, 1943

COMPARED

Alphonse Kollas

to

Ruth E. Kollas

DEED CREATING AN ESTATE BY THE ENTIRETIES

Filed for record March 26, 1943 at 10:31 A.M.

KNOW ALL MEN BY THESE PRESENTS that I ALPHONSE KOLLAS husband of the grantee herein, in consideration of ONE DOLLAR (\$1.00) and natural love and affection, do hereby grant, bargain, sell and convey unto RUTH E. KOLLAS, MY wife, the following described real property in Hood River County, State of Oregon:

An undivided one-half interest in and to the following:

North Half of the Northwest Quarter of the Southeast Quarter of Section 28, Township 2 North, Range 10 East of the Willamette Meridian, together with one-half inch of water, the same to be delivered to the grantees at the dwelling house now situated on the South half of the Northwest Quarter of the Southeast Quarter of said Section 28, and the right to construct, operate and maintain a one-half inch pipe line over and across said South half of the Northwest Quarter of the Southeast Quarter of said Section 28, together with a right to go upon the said land at any time for the purposes of maintaining and repairing said pipe.

TO HAVE AND TO HOLD the same unto the said grantee and unto her heirs and assigns forever.

The grantor being the owner in fee of the entire estate in the whole of the above described real property does retain an undivided one-half interest therein, and it is the intention and purpose of the grantor and the grantee in the execution, delivery and acceptance of this deed of conveyance that the grantor and grantee shall be and hereafter are seised of the entire estate in said real property as an estate by the entireties; subject, however, to any easements, rights of way, restrictions, encumbrances or liens now existing against the same. The whole estate in said real property shall be held and owned in fee simple by the parties named in this instrument, or by the surviving one of them, and by his, her or their heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26 day of March, 1943.

Alphonse Kollas (SEAL)

STATE OF OREGON )  
 ) ss.  
COUNTY OF HOOD RIVER )

This is to certify that on this 26 day of March, 1943, before me, a Notary Public in and for said County and State, personally appeared the within named ALPHONSE KOLLAS, husband of RUTH E. KOLLAS,

who is known to me, and who is known to me to be the identical person named in and who executed the within and foregoing instrument, and he acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(NOTARIAL SEAL)

John M. Lohr  
Notary Public for Oregon  
My commission expires Aug. 1, 1945



Filed for record August 6, 1949 at 1:07 P.M.  
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that we, ALPHONSE KOLLAS and RUTH E. KOLLAS, husband and wife, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, to us paid by ALPHONSE KOLLAS, JR., a single man, have bargained and sold, and by these presents do bargain, sell and convey unto said ALPHONSE KOLLAS, JR., and unto his heirs and assigns, all of the following bounded and described real premises, together with the tenements, hereditaments and appurtenances thereunto belonging, situated in the County of Hood River, State of Oregon, to-wit:

North Half of the Northwest Quarter of the Southeast Quarter of Section 28, Township 2 North, Range 10 East of the Millemette Meridian,

TO HAVE AND TO HOLD the above described and granted premises unto the said ALPHONSE KOLLAS, JR., a single man, and unto his heirs and assigns forever.

And we, the grantors above named, do covenant to and with the above named grantee and his heirs and assigns, that we are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all encumbrances and that we will, and our heirs, executors and assigns shall warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of July, 1949.

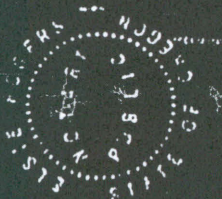


Alphonse Kollas (SEAL)  
Ruth E. Kollas (SEAL)

STATE OF OREGON )  
County of Hood River )

July 30, 1949.

Personally appeared the above named ALPHONSE KOLLAS and RUTH E. KOLLAS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. before me:



Elsie Rogers  
Notary Public for Oregon  
My commission expires August 1st, 1949.  
21st, 1950



QUITCLAIM DEED.

Filed For Record April 1st, a. d. 1913, at 2:10 P. M.

KNOW ALL MEN BY THESE PRESENTS: That I, Maria Theresa Kollas, the widow of Philip Kollas, deceased, of Hood River County, Oregon, in consideration of the sum of One Dollar and other valuable consideration to me in hand paid, by George W. Kollas, of Hood River County, Oregon, do hereby remise, release, quitclaim and convey unto said George W. Kollas, his heirs and assigns all my right, title and interest including dower, choate or inchoate in and to the following described real property, situated in Hood River County, State of Oregon, to-wit:-

The South one-half (S $\frac{1}{2}$ ) of the South-west quarter (S.W. $\frac{1}{4}$ ) of the South-east quarter (S.E. $\frac{1}{4}$ ) of Section Twenty-eight (28) in Township Two (2) North, Range Ten (10) East of Willamette Meridian, containing 20 acres more or less.

TO HAVE AND TO HOLD the same together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said George W. Kollas, his heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of March, A. D. 1913.

Witnesses:

L. A. Henderson.  
Albert P. Reed.

Maria Theresa Kollas.

(see

STATE OF OREGON )  
                          : SS  
COUNTY OF HOOD RIVER

BE IT REMEMBERED, That on this 1st day of April 1913, before me the undersigned a Notary Public in and for said County and State, personally appeared the within named Maria Theresa Kollas the widow of Philip Kollas, deceased, who is known to me to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal.

Albert P. Reed.

(Notary Seal)

Notary Public for State of Oregon.



GUARDIAN'S DEED.

Filed For Record April 1st, A. D. 1913, at 2:06 P. M.

THIS INDENTURE made this 11th day of March, A. D. 1913, by and between E. A. Franz the duly appointed, qualified and acting guardian of the estate of Alphonse Kollas, a minor, of the County of Hood River, State of Oregon, party of the first part, and George W. Kollas, of Hood River County, Oregon, party of the Second part,

WITNESSETH, That Whereas, on the 20th day of February, A. D. 1913, the said guardian made and entered into an agreement with said second part and other, for the partition of certain real property in and to which said minor owned an undivided interest, and on the 10th day of March, 1913, the County Court of the State of Oregon, for Hood River County, duly made an Order approving and confirming said agreement, and ordering and directing said guardian to make, execute and deliver certain deeds and other conveyances, pursuant thereto;

NOW THEREFORE, said first part pursuant to said order and for and in consideration of the sum of One Dollar and other valuable consideration to him in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto said second party, his heirs and assigns, an undivided one-fourth (1/4) interest in and to the following described real property situated in the County of Hood River and State of Oregon, to-wit:-

The South one-half (S $\frac{1}{2}$ ) of the south-west quarter (SW $\frac{1}{4}$ ) of the south-east quarter (SE $\frac{1}{4}$ ) of section twenty-eight (28) in Township Two (2) North, Range Ten (10) East of Willamette Meridian, containing 20 acres, more or less

together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold all and singular the above mentioned and described premises, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, said first part has hereunto set his hand and seal the day and year first above written.

Witnesses:  
Albert P. Reed.  
J. A. Henderson.

E. A. Franz (seal)  
As Guardian of the Estate of  
Alphonse Kollas a minor.

STATE OF OREGON )  
                                  : SS  
COUNTY OF HOOD RIVER )

BE IT REMEMBERED that on this 1st day of April, A. D. 1913, before me a Notary Public

described in and who executed the foregoing deed as such guardian, and acknowledged to me that he as the said Guardian, executed the same, freely and voluntarily.

In Testimony whereof, I have hereunto set my hand and Notarial seal the day and year last above written.

Albert P. Reed.

(Notary Seal)

Notary Public for State of Oregon.

W A R R A N T Y D E E D.

Filed For Record April 1st, A. D. 1913, at 2:05 P. M.

KNOW ALL MEN BY THESE PRESENTS, That Frank A. Kollas and Ida Mae Kollas his wife of Gilliam County, State of Oregon and Albert Kollas, unmarried, of Hood River County, State of Oregon, in consideration of One Dollar and other valuable consideration to us paid by George W. Kollas, of Hood River County, State of Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto said George W. Kollas, his heirs and assigns, all the following bounded and described real property, situated in the County of Hood River and State of Oregon.

An undivided one-half (1/2) interest in and to the South one-half (S 1/2) of the South-west quarter (SW 1/4) of the South-east Quarter (SE 1/4) of Section Twenty-eight (28) in Township Two (2) North Range Ten (10) East of Willamette Meridian, containing 20 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all our estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD The above described and granted premises unto the said George W. Kollas his heirs and assigns forever. And Frank A. Kollas and Ida Mae Kollas, his wife and Albert Kollas, unmarried grantors above named do covenant to and with George W. Kollas the above named grantee his heirs and assigns that we are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that we will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we the grantors above named, have hereunto set our hands and seals this 11th day of March, 1913.

Signed, sealed and delivered in presence of us as witnesses.

E. H. Williams. ) As to G.W.K  
T. A. Weinks. ) & I.M.K.  
L. A. Henderson ) as to  
Albert P. Reed. ) A. K.  
STATE OF OREGON )  
: SS  
COUNTY OF HOOD RIVER )

Frank A. Kollas.  
Ida Mae Kollas.  
Albert Kollas.



BE IT REMEMBERED, That on this 1st day of April, A. D. 1913, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Albert Kollas, unmarried, who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

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

Albert P. Reed.

(Notary Seal)

(over)

Notary Public for State of Oregon.

6  
STATE OF OREGON        )  
                          : SS  
COUNTY OF GILLIAM    )

Be it remembered that on this 26th day of March, 1913, before me the undersigned, a Notary Public in and for said County and State personally appeared the within named Frank A. Kollas and Ida Mae Kollas, his wife, who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

In testimony whereof, I have hereunto set my hand and Notarial seal the day and year last above written.

T. A. Weinke.

Notary Public for State of Oregon.

(Notary Seal)



WARRANTY DEED.

Filed For Record April 1st, A. D. 1913, at 2:12 P. M.

KNOW ALL MENBY THESE PRESENTS, That we, George W. Kollas and Elizabeth M. Kollas, his wife, of Hood River County, State of Oregon, in consideration of Forty five hundred and no/100 Dollars to us paid by Frank A. Kollas and Albert Kollas, of Hood River County, State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell

to Frank A. Kollas and Albert Kollas, their heirs and assigns, all

The South one-half (S $\frac{1}{2}$ ) of the South-west quarter (S.W. $\frac{1}{4}$ ) of the South-east quarter (S.E. $\frac{1}{4}$ ) of Section Twenty-eight (28) in Township Two (2) North, range Ten (10) East of Willamette Meridian, containing 20 acres, more or less.

Together with all and singular the tenements, here ditaments and appurtenances thereunto belonging or in anywise appertaining, and also all our estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, The above described and granted premises unto the said Frank A. Kollas and Albert Kollas, their heirs and assigns forever. And we, George W. Kollas and Elizabeth M. Kollas, his wife, the <sup>grantors</sup> above named do covenant to and with Frank A. Kollas and Albert Kollas the above named grantee their heirs and assigns that we are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that we will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we the grantors above named, have hereunto set our hands and seals this 12th day of March, 1913.

Signed, sealed and delivered in presence of us as witnesses.

J. A. Henderson.  
Albert P. Reed.

George W. Kollas. (seal)

Elizabeth M. Kollas. (seal)

STATE OF OREGON )  
: SS  
COUNTY OF HOOD RIVER )

BE IT REMEMBERED, That on this 1st day of April, A. D. 1913, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named George W. Kollas and Elizabeth M. Kollas his wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

Albert P. Reed.

(Notary Seal)

Notary Public for State of Oregon.

Warranty Deed

Filed for record Sept. 27, 1915 at 1:10 P. M.

KNOW ALL MEN BY THESE PRESENTS, That We, Frank<sup>A</sup> Kollas and Ida Mae Kollas, his wife, of Hood River County, State of Oregon, in consideration of one Dollar and other valuable considerations to us paid by Albert Kollas of Hood River County, State of Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto said Albert Kollas, his heirs and assigns, an undivided one-half (1/2) interest in and to the following bounded and described real property, situated in the County of Hood River and State of Oregon:

Beginning at a point on the south line of the south half of the southwest quarter of the southeast quarter of Section Twenty-eight in Township Tow North, Range Ten East of W. M. 48 rods west of the southeast corner thereof; thence North parallel with the east line of said S1/2 of SW1/4 of SE1/4 40 rods, more or less, to the North line of said S1/2 of SW1/4 of SE1/4; thence west along the said North line 32 rods, more or less, to the northwest corner of said S1/2 of SW1/4 of SE1/4; thence south along the west line of said S1/2 of SW1/4 of SE1/4 40 rods, more or less, to the southwest corner thereof; thence east along the south line of said S1/2 of SW1/4 of SE1/4 32 rods, more or less, to the point of beginning, containing 8 acres more or less, all according to the United States Government survey thereof,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all our estate, right, title and interest in and to the same, including dower and claim of dower.

To have and to hold the above described and granted premises unto the said Albert Kollas, his heirs and assigns forever. And the said Frank A. Kollas and Ida Mae Kollas, his wife, the grantors above named do covenant to and with the said Albert Kollas, the above named grantee his heirs and assigns that they are lawfully seized in fee simple of the above granted premises,

and that they will and their heirs, executors and administrators shall defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

In witness whereof, we the grantors above named have hereunto set our hands and seals this 21st day of September, 1915.

Signed sealed and delivered in presence of us as witnesses: Frank A. Kollas (SEAL)  
Albert P. Reed J. A. Henderson Ida Mae Kollas (SEAL)

State of Oregon )  
 ) ss. Be it remembered, That on this 27th day of September A. D. 1915,  
County of Hood River) before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Frank A. Kollas and Ida Mae Kollas, his wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

In testimony whereof, I have hereunto set my hand and notarial seal the day and year last above written.

Notarial Seal Albert P. Reed  
Notary Public for State of Oregon  
My commission expires 8/17/16.



## Warranty Deed

Filed for record Sept. 27, 1915 at 1:11 P. M.

KNOW ALL MEN BY THESE PRESENTS, That I, Albert Kollas, an unmarried man, of Hood River County, State of Oregon, in consideration of One Dollar and valuable considerations to me paid by Frank A. Kollas of Hood River County, State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Frank A. Kollas, his heirs and assigns, an undivided one-half ( $\frac{1}{2}$ ) interest in and to the following bounded and described real property, situated in the County of Hood River and State of Oregon:

Beginning at the southeast corner of the south half of the southwest quarter of the southeast quarter of Section Twenty-eight in Township Two North, Range Ten East of W. M., thence west along the south line of said  $S\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$  48 rods; thence North, parallel with the east line of said  $S\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ , 40 rods, more or less, to the North line of said  $S\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ; thence east along the said North line 48 rods, more or less, to the northeast corner of said  $S\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ; thence south along the east line of said  $S\frac{1}{2}$  of  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$  40 rods, more or less, to the point of beginning, containing 12 acres, more or less, all according to the United States Government survey thereof, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all our estate, right, title and interest in and to the same, including dower and claim of dower.

To have and to hold the above described and granted premises unto the said Frank A. Kollas, his heirs and assigns forever. And the said Albert Kollas, the grantor above named does covenant to and with the said Frank A. Kollas, the above named grantee his heirs and assigns that he is lawfull seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, except one certain mortgage made by Frank A. Kollas and his wife to Hood River State Bank, a corporation, to secure the sum of \$614.81, and that he will and his heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the

lawful claims and demands of all persons whomsoever except as against the owner and holder of the said mortgage.

In witness whereof, I the grantor above named, ha hereunto set my hand and seal this

21st day of September, 1915.

Signed sealed and delivered in the presence of us as witnesses  
Albert P. Reed J. A. Henderson.

Albert Kollas (SEAL)

State of Oregon )  
County of Hood River ) ss. Be it remembered, That on this 21st day of September, A. D. 1915,

before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Albert Kollas, an unmarried man, who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

In testimony whereof, I have hereunto set my hand and notarial seal the day and year last above written.

Albert P. Reed

Notarial Seal

Notary Public for State of Oregon

My commission expires Aug. 17, 1916.

WARRANTY DEED.

Filed For Record June 6th, A. D. 1913, at 11:30 A. M.

KNOW ALL MEN BY THESE PRESENTS, That I, Maria Theresa Kollas as administratrix of the estate of Philip Kollas, deceased, of Hood River County, State of Oregon, in consideration of Eighteen Hundred Nineteen and no/100 Dollars to me paid by Maria Theresa Kollas of Hood River County, State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Maria Theresa Kollas her heirs and assigns, all the following bounded and described real property, situated in the County of Hood River and State of Oregon:

The East one-half (E.½) of the Southwest quarter (S.W.¼) of the Northeast quarter N.E.¼) of Section Twenty-eight (28), Township Two (2) North, Range Ten (10) east of Willamette Meridian, according to the United States Government Surveys thereof, excepting and reserving therefrom however, the right of one Jesse F. Eaton to build and maintain along the south line of said land, a flume sufficient to carry six inches of water.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all their estate right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, The above described and granted premises unto the said Maria Theresa Kollas, her heirs and assigns forever. And I, grantor above named do covenant to and with the above named grantee her heirs and assigns that I am lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, except two certain contracts for the sale of said real property, one to L. M. Karstetter for 10 acres and one to W. H. Bucher for 10 acres and which said contracts have been this day sold and assigned to said grantee and that I will and my heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, I the grantor above named, have hereunto set my hand and seal this 3rd day of June, 1913.

Signed, sealed and delivered in the presence of us as witnesses.  
Albert P. Reed.  
George Bragg.

Maria Theresa Kollas. (seal)  
As administratrix of the estate of Philip Kollas, deceased.

STATE OF OREGON )  
: SS  
COUNTY OF HOOD RIVER )

BE IT REMEMBERED, That on this 6th day of June, A. D. 1913, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Maria Theresa Kollas, as the administratrix of the estate of Philip Kollas, deceased, who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily



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105204 2N1028-800  
BOOK 70 108

FILED

FEB 13 3 1962  
DeMuller

CONTRACT FOR THE SALE OF REAL AND PERSONAL PROPERTY

THIS AGREEMENT made and entered into in duplicate this 8<sup>TH</sup> day of February, 1962, by and between ALBERT KOLLAS and RUTH G. KOLLAS, husband and wife, hereinafter referred to as "sellers," and ALPHONSE KOLLAS, JR. and ELIZABETH J. KOLLAS, husband and wife, hereinafter referred to as "purchasers,"

W I T N E S S E T H:

That sellers, in consideration of the moneys to be paid by purchasers, as hereinafter more particularly set forth, and in consideration of the mutual covenants and agreements herein contained, agree to sell to purchasers, and purchasers agree to purchase from sellers all of the following described real property, situated in the County of Hood River, State of Oregon:

PARCEL - 1 -

The South 10 acres of the following tract: The East 19.33 acres of that certain 29.33 acre tract known as Tax Lot 5 in Section 29, Township 2 North, Range 10, E.W.M., heretofore conveyed to Ray W. Gibson and Alice M. Gibson by Hood River County, Oregon, by deed dated February 5, 1947, and recorded February 10, 1947, at Page 116 in Volume 34 of the Deed Records of Hood River County, Oregon; and also conveying right of way for road purposes 10 feet in width along the full length of the South line of said ten acre tract last above mentioned; EXCEPTING AND RESERVING, however, right of way six (6) feet in width to carry water across the same from the East Fork Irrigation Company ditch to the West ten acres of said 29.33 acre tract, and also RESERVING a right of way for road purposes ten feet in width along the full length of the West line of the above described ten acre tract.

PARCEL - 2 -

The South Half (S $\frac{1}{2}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section 28, Township 2 North, Range 10 East of Willamette Meridian, containing 20 acres, more or less; EXCEPTING AND RESERVING, however, the following tract: Commencing at a point 250 feet North and 650 feet East of the Southwest corner of Parcel 2, thence Northerly 128 feet, thence Easterly 200 feet, thence Southerly 128 feet, thence Westerly 200 feet to the place of beginning.

3800

And also excepting and reserving to the grantors their heirs and assigns, all domestic water rights appurtenant to Parcel 2 herein, along with an easement for the use thereof, over and across said Parcel 2, which said water rights and easement for use shall remain appurtenant to the tract excepted and reserved by the grantors as described in the within paragraph. Said reserved and excepted tract shall constitute the dominant tenement and Parcel 2 herein shall constitute the servient tenement.

SUBJECT TO:

1. Reservations contained in the United States Patent.
2. Easements, rights of way, regulations and assessments of the East Fork Irrigation District within which boundaries these premises lie.
3. Right of way 30 feet wide for ditch, canal or flume, and appurtenant easements granted East Fork Irrigating Company by deed recorded November 29, 1897, in Book Y at page 124, Deed Records, Wasco County (Book H at page 560, Deed Records, Hood River County).

4. Water rights and rights of way and appurtenant easements for certain pipe lines and flumes, over and across Parcel 2 originating from spring and creek flowing therefrom located on South half of the Southwest quarter of the Southeast quarter of said Section 28, as evidenced by various deeds between the heirs at law of Phillip Kollas, deceased, recorded April 1, 1913, in Book 8 at pages 169 to 178 both inclusive, Deed Records, Hood River County, under instrument numbers 10958 to 10966, both inclusive.
5. Water rights and rights of way and appurtenant easements granted R. J. MacDuffee et ux., by deed from Albert Kollas recorded January 24, 1916, in Book 10 at Page 402, Deed Records, Hood River County.
6. Right of way and appurtenant easements for electric transmission line over and across Parcel 2, granted Pacific Power and Light Company by deed from Albert Kollas et ux., recorded October 14, 1946, in Book 33 at page 531, Deed Records, Hood River County.
7. Rights of the Public in and to so much of these premises lying within the boundaries of any road or highway. (Affects Parcel 1.)

In addition to the real property above described, the following items of personal property located thereon are also included in the sale price herein:

1. International T6 Tractor, 1/3 interest
2. Hardie Speed Sprayer, 1/2 interest
3. International Disk, 1/2 interest
4. Harrow
5. Wagon
6. Twenty-five ladders

For the total purchase price of Eighteen Thousand Dollars (\$18,000.00), which purchasers agree to pay sellers in the following manner and at the following named times:

- (a) Purchasers have paid contemporaneously with the execution hereof the sum of Two Thousand Dollars (\$2,000.00), receipt of which is hereby acknowledged.
- (b) The balance of \$16,000.00 with interest thereon at the rate of five per cent (5%) per annum on the outstanding principal balance as the same shall from time to time appear, shall be paid in full on or before 20 years from the date hereof, interest shall be payable annually, and first said annual interest payment shall be made on the 15th day of February, 1963, and subsequent annual payments of interest shall be made on the 15th day of February of each subsequent year. Purchasers may, upon any payment date, or upon any other date, make any larger payments than hereinabove provided, and purchasers shall make annual payments of principal in accordance with the net profit derived by purchasers from the premises herein described.

Purchasers covenant and agree with sellers that they will pay said purchase price thereon promptly as the payments shall become due and payable, and that they will pay promptly as due all taxes, public charges and water charges which may hereafter be levied or assessed against said premises and becoming due and payable after the date of this agreement, and that all of said taxes, public charges, water charges and assessments shall be paid before the same become delinquent.

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Sellers agree to execute to the purchasers a good and sufficient Warranty Deed, complete with Revenue Stamps, conveying the premises herein described to the purchasers in fee-simple free and clear of encumbrances as of the date of this agreement, save and except as shown herein. The said Warranty Deed shall be delivered to the purchasers upon payment of the full balance of the purchase price.

Purchasers agree that in addition to all other payments herein specified they will pay all taxes and other Governmental charges which may hereafter become liens upon said real property, and the same shall be paid promptly before delinquency. Real property taxes for the year 1961-1962 are as of this date paid. Purchasers shall pay all real property taxes levied, accrued or payable thereafter. Purchasers agree to supply sellers with a copy of all tax receipts upon request of sellers. Purchasers shall receive possession of the above described premises on the date of the execution hereof.

Purchasers further agree that they will keep all buildings on the said premises insured against loss by fire in an amount equal to the reasonable market value of said buildings or the unpaid balance of the purchase price, plus accrued interest, whichever is lesser, in a company or companies designated by sellers, said policy or policies containing a clause making said policy or policies payable to sellers in the event of loss, as their interest may appear, and purchasers further agree that they will deliver promptly upon issue said policy or policies to sellers who will retain possession thereof until the entire purchase price and interest is paid.

Purchasers further agree that in the event they fail to pay said taxes or make premium payments due on said insurance promptly when due, sellers may, at their option, pay said taxes or said insurance premiums and add the amounts to the said principal balance then due hereunder. Purchasers agree, however, that payment by sellers of said taxes or said premiums shall not constitute a waiver by sellers of their right to foreclose upon this contract for failure of said purchasers to make said payments.

Purchasers also covenant and agree that they will not suffer or permit any waste on said premises, nor permit any liens in favor of private parties whatsoever to attach against the property. Purchasers in addition covenant and

agree that they will keep any fences and buildings erected on said premises in good repair and they shall not remove any of the buildings erected or improvements now located upon or hereafter to be erected thereon until the full purchase price has been paid. Purchasers covenant and agree to and with sellers that they will keep said premises tilled and in all respects cultivated and cared for during the life of this agreement in a husbandlike manner, and according to the usual courses of husbandry and orchard practices in Hood River County, Oregon, and that they will not pull out or remove any fruit trees from said premises unless the same are in such diseased condition as to require such removal. It is further agreed by purchasers that sellers may go upon the premises at any reasonable time for the purpose of inspecting same.

Any waiver by sellers of a particular payment, or waiver of a condition to be performed herein by purchasers, shall not be given the effect of applying to any other or future payments to be made hereunder, or conditions to be performed hereunder.

All the covenants and agreements herein contained on the part of the respective parties hereto shall be valid and binding against them, their heirs, successors and assigns respectively, provided, however, that it is understood and agreed that purchasers may not assign or transfer their interest in this contract without the prior written consent of sellers, and any such unauthorized transfer or attempt to transfer shall constitute a breach of the terms of this agreement, entitling sellers to foreclose upon this contract.

It is understood and agreed between said parties that time is the essence of this contract, and in case the purchasers shall fail to make the payments above named, and each and every one of them, punctually within fifteen (15) days of the time limited therefor, or fail to keep any agreements herein contained, then this contract shall, at the option of the sellers, become null and void, and all rights and interests created or then existing in favor of purchasers as against sellers hereunder, or to any payments heretofore made hereon, shall utterly cease and determine, and the right to the possession of the premises above described, and all rights acquired by purchasers shall revert to and re-vest in said sellers without any act of re-entry, or any other act of sellers to be performed, and without any right of purchasers of return, reclamation or compensation for moneys paid or received on



account of proposed purchase or sale 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 heretofore made on this contract are to be retained by and belong to sellers as the agreed, reasonable rent of said premises up to the time of such default. Said sellers shall, in case of such default, have the right immediately or at any time thereafter to enter upon the land aforesaid, without process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging, and without prejudice to any other rights of sellers hereunder. Any remedies provided to sellers herein shall not be construed to be exclusive and in the event of purchasers' default, sellers shall be entitled to use any remedy provided by law of equity.

In the event that a suit is instituted to foreclose this contract or to enforce any of the covenants and conditions contained herein, said purchasers promise and agree that they will pay to sellers, in addition to all other costs and disbursements provided by law, such sum of money as the Court shall adjudge reasonable as attorney's fees in said suit or action. In the event sellers are required to take any steps other than a suit to foreclose in Court or otherwise to enforce performance on the part of purchasers or to obtain possession of said premises because of default of purchasers, purchasers hereby agree to pay sellers' expenses so incurred, including reasonable attorney's fees.

In the event sellers shall breach or fail to keep any covenants or promise herein contained, or fail to perform any condition to be performed upon their part as herein agreed, then and in that event, purchasers shall be entitled to a refund of all moneys paid towards the purchase price herein, with interest at the rate of eight per cent (8%) per annum, and, in addition thereto, sellers shall reimburse purchasers for all costs, expenses incurred for materials or labor expended upon said purchased property. As an alternative, purchasers shall have the right to bring suit or action for specific performance of this contract, and in the event said suit is brought sellers agree to pay all costs and expenses and a reasonable attorney's fee in connection with the bringing of said suit for specific performance or damage.

It is further mutually understood and agreed that the rights of sellers and purchasers, as between sellers and between said purchasers, shall be held by them as tenants by the entirety or as joint life tenants with cross-contingent indestructible remainders in fee or as joint tenants with right of survivorship, and not as tenants in common.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate, the day and year first above written.

SELLERS:

Albert Kollas  
Ruth G. Kollas

PURCHASERS:

Alphonse Kollas, Jr.  
Elizabeth J. Kollas

STATE OF OREGON

County of Hood River

} ss.

BE IT REMEMBERED that on this 8<sup>th</sup> day of February, 1962, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ALBERT KOLLAS and RUTH G. KOLLAS, husband and wife, and ALPHONSE KOLLAS, JR. and ELIZABETH J. KOLLAS, husband and wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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



Wayne C. Anya  
Notary Public for Oregon  
My commission expires: September 15, 1962

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