

REAL ESTATE CONTRACT

SK-10051

THIS CONTRACT, made and entered into this 17<sup>th</sup> day of December, 1976, by and between JAMES B. ROBERSON and SHARLEEN ROBERSON, husband and wife, of Box 507, Bingen, Washington 98605, hereinafter called the Seller, and JOHN M. RICHARDS and SHIRLEY M. RICHARDS, husband and wife, of 816 East 20th Street, The Dalles, Oregon 97058, hereinafter called the Purchaser,

## W I T N E S S E T H:

The Seller agrees to sell to the Purchaser, and the Purchaser agrees to buy of the Seller, the following described real estate, with the appurtenances thereon, situated in Skamania County, Washington, more particularly described as follows:

Lot 2

The Northeast one-quarter of the North 528 feet of the West one-half of the Southeast one-quarter of the Northwest one-quarter of Section 21, T. 3 N., R. 10 E., W.M. Skamania County, Washington  
SUBJECT TO: A 10 foot wide road easement along the South 10 feet of said Lot 2 (also known as lot 2 of the Roberson Short plat filed in Book 1 of Short Plats at pages 50 A to 50 C Records of Skamania County Auditor).

TOGETHER WITH an easement over the North 10 feet of the South Half of said North 528 feet of said subdivision.

## SAVE AND EXCEPT:

1. Terms, provisions and conditions of contract of sale dated March 24, 1969, and recorded on April 11, 1969, in Book 60 of Deeds at page 317, under Auditor's File No. 70923;  
Seller: REGGIER F. CREIGHTON and MILDRED E. CREIGHTON, husband and wife.  
Purchaser: JAMES B. ROBERSON and SHARLEEN J. ROBERSON, husband and wife.  
(Excise sales tax paid under receipt no. 6340). Affects said premises and other property.  
The purchaser's interest in said Contract is now held of record by James B. Roberson and Sharleen J. Roberson, Trustees, and Willard D. Gibbs and Sharleen J. Roberson, Trustee, UDT 5-24-71.

No. 4436  
**TRANSACTION EXCISE TAX**

DEC 30 1976  
Amount Paid 105.00

By James B. Roberson  
County Recorder

Said contract contains, among other things, a clause prohibiting assignment by the purchaser without written consent of the seller.

2. Easements and rights of way, if any, for water mains in the Underwood Water District; and contracts for water service, if any, with Skamania County Public Utility District No. 1.

3. Minimum lot size of 2 acres as stated on the face of the short plat.

Statement on the Short Plat by the Southwest Washington Health District as follows: P. U. D. water may or may not be available to the property as described. The soils within the area are generally suitable for septic tank and rainfields. Slopes if present, may be limiting factor.

The above recommendation is for the short subdivision as a whole, and each lot may be subject to inspection and analysis in regard to sewage disposal systems on an individual basis. Although the ordinance specifies minimum lot sizes, the district health officer may recommend larger lot sizes because of limited soil conditions, steep slopes, protection of surface and ground waters, and other site features.

4. Easement for road purposes along the South 10 feet of said premises, as delineated on the face of the Short Plat.

5. Easements and rights of way, if any, for public roads over and across the real estate under search.

6. Terms, provisions and conditions of the Trust agreement under which the purchaser's interest in the contract referred to in paragraph 1 above is held.

The terms and conditions of the contract are:

The purchase price is Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00), of which Three Thousand and 00/100 Dollars (\$3,000.00) has been paid, the receipt of which is hereby acknowledged, and the balance of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) shall be paid as follows:

In monthly installments of Sixty Dollars (\$60.00) each, beginning with the 15th day of January, 1977. The remainder of



the purchase price, commencing with February 15, 1977, shall be paid at the rate of \$60 per month, and continuing monthly thereafter for a period not exceeding ten years from the date hereof or the 17<sup>th</sup> day of Dec., 1986. The Purchaser acknowledges that \$60 per month will not pay the entire contract in the ten year period and the Purchaser understands that a large payment representing the balance owing on the contract will be due and payable at the end of the said ten-year period until the whole balance of the purchase price, both interest and principal, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at the rate of 8-1/2% per annum and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to the Purchaser to make larger payments at any time, after the 15th day of January, 1977, or to pay the contract in full and interest shall cease immediately on all payments so made.

The Purchaser is entitled to physical possession of the premises on December 15, 1976.

The parties agree that the real property taxes will be prorated between the parties hereto as of the 1<sup>st</sup> day of JAN, 1977.

The Purchaser agrees to pay before delinquency all taxes and assessments which may, as between Seller and Purchaser, hereafter become a lien on the real estate; and Purchaser agrees to keep the buildings now or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount, in some company acceptable to Seller and for the benefit of the Seller or Purchaser

as their interests may appear, and to pay all premiums therefor until the purchase price is fully paid, and to deliver to Seller the policies of insurance, renewal and premium receipts.

Purchaser also agrees to assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon; and agrees to keep the buildings and all improvements on the premises in good condition and repair and not to permit waste; and agrees not to use the premises or any part thereof for any illegal purpose.

In the event that the Purchaser shall fail to make any payment hereinbefore provided, the Seller may pay such taxes or assessments and effect such insurance, and any amount so paid by the Seller shall be deemed a part of the purchase price and shall become payable forthwith, with interest at the rate of 10% per annum until paid, without prejudice to any other rights of Seller by reason of such failure.

The Purchaser agrees that a full inspection of the premises has been made and that neither the Seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

The Seller has procured, or agrees to procure within ten days of the date hereof, a purchaser's policy of title insurance, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in the title of the Seller to the real estate herein described or by reason of prior liens not assumed by the Purchaser in this contract.



The Seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchaser a warranty deed to the property, excepting any part which may hereafter be condemned, free and clear of encumbrances, except those mentioned herein and any that may accrue hereafter through any person other than the Seller.

It is understood between the parties that the Purchaser herein may not assign their interest in this contract without the Seller obtaining the written consent of Regnier F. Creighton and Mildred E. Creighton.

Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare all of the Purchaser's rights hereunder terminated, and upon their doing so all payments made by the Purchaser hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address:

816 East 20th Street, The Dalles, Oregon 97058  
or at such other address as the Purchaser shall indicate to the Seller in writing. If the Seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchaser's rights under this contract, the Purchaser agrees to pay the expense of searching the title for the purposes of such action, together with all costs and a reasonable attorney's fee.

Or the Seller may elect to bring an action, or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Purchaser, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the Purchaser, are independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the moneys received by the Seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the Seller may be required to expend in procuring such money, or, at the election of the Seller, to the rebuilding or restoration of the premises.

The payments called for herein are to be made to the Seller at Box 587, Bingen, Washington 98605.

Notwithstanding any provision of this agreement, the parties hereto agree that on or after January 15, 1977, upon the payment to the Seller by the Purchaser of the sum of \$1,500, the Seller agrees to deed to the Purchaser, a parcel one-half acre in size for the Purchaser to construct a homesite on or at the option of the Purchaser; in the event state or county regulations prohibit the subparceling of said tract of land, the Seller agrees to subordinate their interest in the unpaid contract balance to a parcel of land not greater than one-half acre in size to a lender of Purchasers' choice to enable Purchaser to obtain adequate

financing to construct a hom on said tract.

The Seller has exhibited unto Purchaser a copy of the contract wherein the Seller is purchasing the herein described property to be sold unto the Purchaser herein, and the Purchaser acknowledges having received a copy thereof and having examined the same. It is agreed between the parties that the outstanding principal balance on the contract as of November 10, 1976 is \$21,491.96, with interest accruing thereon from the 10th day of November, 1976.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate.

James B. Roberson  
JAMES B. ROBERSON

Shirley M. Roberson  
SHIRLEY ROBERSON  
SEILER

John M. Richards  
JOHN M. RICHARDS

Shirley M. Richards  
SHIRLEY M. RICHARDS  
PURCHASER

STATE OF OREGON )  
County of Wasco ) ss.

12-17, 1976.

Personally appeared the above named JAMES B. ROBERSON and SHIRLEY ROBERSON and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



STATE OF OREGON )  
County of Wasco ) ss.

Wayne H. Worsham  
Notary Public for Oregon  
My Commission Expires: 9-15-80

12-17, 1976.

Personally appeared the above named JOHN M. RICHARDS and SHIRLEY M. RICHARDS and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Wayne H. Worsham  
Notary Public for Oregon  
My Commission Expires: 9-15-80