

THIS CONTRACT, Made this 23 day of May, 1960, between
DANN L. MOLEY, A SINGLE MAN

and GREGORY HILTON, a SINGLE MAN, and DAVID TOLSON, a SINGLE MAN, hereinafter called the seller,
WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller
agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described land
and premises situated in SAN JUAN County, State of WASHINGTON to-wit:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTHERLY OF THE CENTERLINE OF THE ROAD (NOW ABANDONED) KNOWN AS THE STEVENSON-CARSON ROAD AND FORMERLY DESIGNATED AS STATE HIGHWAY NO. 3 AS THE SAME WAS LOCATED ON APRIL 11, 1927.



7533

No. _____
TRANSACTION EXCISE TAX

JUN 4 1980

Amount Paid.....\$35.00

Skamania County Treasurer
By *James H. Helling* *clerk*

for the sum of THIRTY THOUSAND AND 00/100ths Dollars (\$30,000.00),
(hereinafter called the purchase price) on account of which RETA ERIE RD AND AC. is hereby
acknowledged by the seller, and the remainder to be paid to the order of the seller at the times and in
amounts as follows, to-wit: THIRTY THOUSAND DOLLARS AND NO/100ths (\$30,000.00) in monthly
payments of not less than Four Hundred and 00/100ths dollars (\$400.00) each month,
including principal and interest, at the SPECIAL EXCEPTION Ten Thousand and no/100ths
dollars (\$10,000.00) will be deducted from the remaining balance if more than two (2)
years pass on from the time proceeding in a Skamni County action for a road easement

to the above described property is scheduled on the Shoshone County Court Docket and the time it is granted by said Court, (remaining balance, meaning at that point and time on the amortization schedule.)

The buyer warrants to and covenants with the seller that the real property described in this contract is

Any taxes, payments to and payments with the relief that the said property described in the contract is
 (A) primarily for business and, finally, the child or agricultural purpose
 (B) the said character of the said property is not for business or for agricultural purpose, other than agricultural purpose.
 All of said purchase price may be paid or any portion of said purchase price shall bear interest at the rate of 10 per
 cent per annum from May 21, 1960 until paid. Interest to be paid monthly and of ~~no less than~~ ^{being} included in
 the minimum regular payments above required. Dates on said schedule for the current year shall be provided between the parties hereon on or
 May 21, 1960 10 50

[illegible][illegible]

Could you be a success?

*****IMPICANTANT NOTICE:** Dalele, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if seller is a dealer, then such word is to be added in the Truth-in-Lending Act and Regulation Z, the latter MUST comply with the Act and Regulation by making specified disclosures, for this purpose, see Standard Form Form No. 1004 or similar. If the contract pursuant to this Act is a contract for purchase of a new vehicle, see Standard Form No. 1302, under

James L. Bagley

COLLEGE NAME AND ADDRESS

Gregory L. Johnson
GREEN'S NAME AND ADDRESS

PLAYER'S NAME AND ADDRESS	TELEPHONE	DATE
...	...	...

After recording return to:
 734 S.W. Meigs St. Port. Ore. 97219

NAME, ADDRESS AND

Until a change is requested all tax statements shall be sent to the following address.

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Alameda

I certify that the within instrument was received for record on the 4th day of July, 1928, at 2:10 o'clock P. M., and recorded in book reel/volume No. 176 on page 276 or as document, fee file, instrument/microfilm No. 888441
Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Country attested.

By *[Signature]* Deputy

And it is understood and agreed between the parties that this deed is the entire deed of the property, and in case the buyer shall fail to make the whole or any part of the purchase price, or if he dies, or if he is declared bankrupt, or if he is otherwise disabled, then the seller shall have the following rights: (1) to declare this deed null and void, (2) to recover the whole or any part of the purchase price with interest, and in any of such cases, all rights and interest existing in favor of the buyer as against the seller hereunder shall terminate and the seller shall retain all right to the possession of the premises here described and all other rights acquired by the buyer hereunder shall revert to and vest in the seller without any act of re-entry, or any other act in said deed to be performed and without any right of the buyer of return, rescission or compensation for any money paid on account of the purchase of said property. It is absolutely, fully and perfectly as if this contract and each payment had never been made; and in case of such default all payments theretofore made on this contract are to be returned by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default, and the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances therein to this day belonging.

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

The sum and actual consideration paid for this transfer, stated in terms of dollars, is 30,000. (However, the actual consideration here stated is not the only property or value given or promised which is part of the consideration indicated hereby.)

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

In enforcing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure in the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of Multnomah, ss.

STATE OF OREGON, County of _____, ss.

Personally appeared _____, 19____

Personally appeared the above named _____ and

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: _____

Before me: _____

(OFFICIAL SEAL)

NOTARY PUBLIC FOR OREGON
My commission expires _____

Notary Public for Oregon
My commission expires _____

(SEAL)

ORS 93.031: All instruments contractive to carry for title to any real estate, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged in the manner provided for in acknowledgment of deeds, by the conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer at or later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.030: Violation of ORS 93.031 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)