

CONTRACT - REAL ESTATE

THIS CONTRACT, Made this 21st day of May 1960, between
DANNY L. MILLER, A. SINGLE MAN,

and GREGORY HILLARD, A. SINGLE MAN AND CRAIG JOHNSON, 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 lands and premises situated in Skamania County, State of WASHINGTON, to-wit:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NO. 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. 8 AS THE SAME WAS LOCATED ON APRIL 11, 1927.



753?

No.

TRANSACTION EXCISE TAX

JUN 4 1960

Amount Paid \$500.00

Skamania County Treasurer

By cashier and date JUN 4 1960

for the sum of THIRTY THOUSAND AND 00/100ths Dollars (\$30,000.00), (hereinafter called the purchase price) on account of which FORTY EIGHT HUNDRED AND TWENTY FIVE Dollars (\$48,250.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: Twenty-six Thousand dollars and no/100ths (\$26,000.00) in monthly payments of not less than Four Hundred and no/100ths dollars (.40.00) each month, including principal and interest, via 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 passes from the time preceding in a Skamania County action for a road easement

Court

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

The buyer warrants to and covenants with the seller that the real property described in the contract is used primarily for his personal family, his child or agricultural purposes

(not for commercial, business, industrial, professional, or financial purposes other than agricultural purposes)

4% of said purchase price to be paid or any time all deferred balances 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 a 1% fee included in the minimum regular payment above required. Taxes on said premises for the current year shall be prorated between the parties herein as of May 21, 1960.

The buyer shall have full possession of the lands on April 21, 1960 and retain such possession so long as he is not in default under this instrument. The buyer agrees that at all times he shall keep the premises and the buildings, trees or otherwise, set forth in this instrument in good repair and condition, and further agrees that he will not remove any trees, shrubs, vines, plants, flowers, shrubs, trees, or any other growth from the land without the consent of the seller and that this is his absolute right to have and retain all trees, shrubs, vines, plants, flowers, shrubs, trees, or any other growth on the land which is after lawfully cut, uprooted and removed. In case of any damage to the land or any part thereof, the seller may sue and collect damages for such damage for the benefit of the seller on an amount not less than \$100.00 or more than \$1000.00. If the seller, with his possible loss to the buyer and then to the buyer as their respective interests may appear, still holds a balance due to him in excess of \$1000.00, then the seller may sue and collect such loss, costs, water rents, taxes, or charges as are necessary to pay for such damage as the seller may see fit and any payment so made shall be added to and become a part of the debt secured by this instrument and the same interest at the rate already named above, however, of any amount owing to the seller by the buyer of each contract.

The buyer agrees that at his expense and within days from the date hereof, he will insure and deliver a title insurance policy insuring the title to the lands herein and the premises in the seller's name or subject to the date of this agreement, save and except that the seller shall be entitled to the first and full right to inspect and review the title insurance policy before the same is issued and upon his written consent thereto the seller will not be liable for any additional expense or premium to the buyer for title and a clear and quiet title to the lands as of the date hereof and free and clear of all encumbrances upon and date placed heretofore by, through or under seller, excepting, however, the said covenants and restrictions and the true, nominal items, water rents and photo charges so assessed by the buyer and further excepting all items and encumbrances created by the buyer or his assigns.

(Continued on reverse)

IMPORTANT NOTICE: Delete, by lining out, whichever clause and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if seller is a creditor, the word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with ten Act and Regulation by making revised disclosures for this purpose, use Statement Form No. 130A or similar. If the contract becomes a first lien to finance his purchase of a dwelling use Statement Form No. 130Z or similar.

Dann L. Miller
Signature
Gregory L. Hillard
Signature
Craige Johnson
Signature
PRINTED NAME AND ADDRESS

After recording return to:

934 E. W. Morse Rd., P.O. Box 77, 214

NAME, ADDRESS, ZIP

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

STATE OF OREGON.

County of Skamania

I certify that the within instrument was received for record on the 4th day of July 1960, at 10:00 o'clock A.M., and recorded in book/reel/volume No. 77 on page 246 as document/fee/file instrument/microfilm No. 708441, Record of Deeds of said County.

Witness my hand and seal of
County aforesaid,
[Signature]

By *[Signature]* Deputy

that it is understood and agreed between the parties that if any default is made by the buyer, and in case the buyer shall fail to make the payment when due, or within 10 days of its date, including the day of payment, then the seller, at his option, shall have the right to either (1) to declare the contract null and void, (2) to declare the whole unpaid principal balance due and owing, and all interest accrued thereon, and other documents from escrow under (3) to foreclose this contract by sale in bankruptcy, and in any of such cases, all rights of the seller hereunder shall utterly cease and terminate, and the right to the possession of the premises above described shall vest in the buyer. The buyer shall, revert to and recover in full money paid on account of the purchase of said property, in absolutely, fully and perfectly set off this contract and such payment had never been paid to the seller, in case of such default, all payment thereafter made on account of this contract are to be retained by and belong to the seller until such time as the buyer has paid to the seller all amounts due him under this instrument, plus interest thereon, and all costs and expenses 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 judgment to possession thereof, together with all the improvements and appurtenances thereto, in the name of the seller.

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 or breach of any provision hereof be held to be a waiver of any succeeding breach.

The sum and actual consideration paid for this transfer, stated in terms of dollars, is \$30,000.00. Otherwise, the actual consideration consists in the other personal or valuable consideration mentioned above, the whole consideration being \$30,000.00.

In case suit or action is instituted to foreclose this contract, or to enforce any provision hereof, the losing party in said suit or action agrees to pay such judgment, together with all costs of suit and the prevailing party's attorney fees and expenses, to the prevailing party in said suit or action and if an appeal is taken from my party's attorney fees and expenses, to the prevailing party further prorata. To pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney fees and expenses.

In contesting this contract, it is understood that the seller or the buyer may be more than one person or a corporation. If the contract so requires, shall be made, assumed and implied to make the provisions herein applicable to the feminine and the neuter, and that accordingly all grammatical changes.

This agreement shall bind and inure in the benefit of, in 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 93.020.

STATE OF OREGON,

County of Multnomah, ss.
May 19, 1952.

Personally appeared the above named
John D. Clegg,
Buyer, and acknowledged the foregoing instrument
and acknowledged the foregoing instrument
to be a voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON
My commission expires 12-1-52

STATE OF OREGON, County of

ss. 19.

Personally appeared _____ and
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 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:

(SEAL)

ORS 64.615 (1) All instruments contracting to convey for title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties have been, shall be acknowledged. In the manner provided for acknowledgment of deeds, by the conveyee of the title to be confirmed, or installments, or a memorandum thereof, shall be recorded by the conveyee 10 days after the instrument is executed and the parties are bound thereby.

ORS 93.020(1) Violation of ORS 64.633 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)