

92631

No. 734 CONTRACT—REAL ESTATE—Partial Payments.

BOOK 79 PAGE 861

CONTRACT—REAL ESTATE

THIS CONTRACT Made this 1st day of June 1981, between

ROBERT E. AND LOIS BOYLE, HUSBAND AND WIFE
and MATT S. AND KATHLEEN E. MASCO
WITH RIGHTS OF SURVIVORSHIP

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:

STARTING AT AN IRON PIPE AT THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN AND RUN ALONG SECTION LINE SOUTH 00° 30' 37" EAST FOR 778.40' TO PIPE AT POINT OF BEGINNING, CONTINUE ALONG SECTION LINE SOUTH 00° 30' 37" EAST FOR 350.0' TO A PIPE, RUN NORTH 90° 00' 00" WEST FOR 1115.96' TO A PIPE, RUN NORTH 36° 16' 47" EAST FOR 720.50 FEET TO A PIPE, RUN SOUTH 71° 24' 55" EAST FOR 724.27' TO POINT OF BEGINNING.

for the sum of THIRTY THOUSAND

(hereinafter called the purchase price) on account of which SEVEN THOUSAND FIVE HUNDRED Dollars (\$ 7,500.00) 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:

Balance of Twenty Two Thousand Five Hundred Dollars (\$22,500.00) As Follows:

Two Thousand Five Hundred Dollars (\$2,500.00) on January 5, 1982 and
Two Thousand Five Hundred Dollars (\$2,500.00) on June 30, 1982 and
Each succeeding January 5th and June 30th for a period not to exceed ten (10) years.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes.

All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 11% per cent per annum from June 1, 1981 until paid, interest to be paid the minimum regular payments above required. Taxes on said premises for the current year shall be prorated between the parties hereto as of June 1, 1981.

The buyer shall be entitled to possession of said lands on June 1, 1981, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from construction and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ NONE in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the requirements of the Truth-in-Lending Act and Regulation Z by making required disclosures for this purpose, use Stevens-Ness Form No. 1308 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

Robert E. and Lois Boyle
W-106 Tachi-West-Court, 1409 Nakagami-Chi
Akishima-Shi
Tokyo, 196 JAPAN

SELLER'S NAME AND ADDRESS

Matt S. and Kathleen E. Masco
M.P.-0.04L Riverglen Road

Washougal, Washington 98671

BUYER'S NAME AND ADDRESS

After recording return to:

MATT S. MASCO

M.P.-0.04L RIVERGLEN ROAD

WASHOUGAL WASH 98671

NAME, ADDRESS, ZIP

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

Registered

Indexed, Dir.

Indirect

Recorded

Mailed

NAME, ADDRESS, ZIP

TRANSACTION EXCISE TAX

JUN 24 1981

Amount Paid \$300.00

Skamania County Treasurer

By [Signature] Deputy

STATE OF OREGON,

County of Skamania

I certify that the within instrument was received for record on the 24th day of June, 1981, at 12:50 o'clock P.M. and recorded in book/reel/volume No. 79 on page 861 or a document/fee/title/instrument/microfilm No. 92631 Record of Deeds of said county.

Witness my hand and seal of County affixed.

[Signature] Treasurer

By [Signature] Deputy

Alka Telle Co.

Transaction in compliance with County subdivision ordinances.
Skamania County Assessor - By [Signature]

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver 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.

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 sum as 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 construing 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, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to 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 thereto by order of its board of directors.

Directors.)
Robert E. Boyle
L. E. Boyle
OR 93.0301.

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030).

STATE OF OREGON,)
County of Multnomah) ss.
June 1 19 81

STATE OF OREGON, County of _____) ss.

Personally appeared _____ **and**

Personally appeared the above named...
Matt S. and Kathleen E. Masco

..... 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 Their 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:

(OFFICIAL SEAL) *Robert M. Miller*
 MY COMMISSION EXPIRES MAR. 1, 1985
 Notary Public for Oregon
 My commission expires _____

Notary Public for Oregon
My commission expires:

ORS 93.635 (1) All instruments contracting to convey fee title to any real property, 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 acknowledgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

OPTIONAL FORM 175
(FORMERLY FS-88)
MARCH 1975
DEPT. OF STATE
50175-101

Certificate of Acknowledgment of Execution of an Instrument

(Country)
JAPAN
CITY OF TOKYO
EMBASSY OF THE UNITED STATES OF AMERICA } SS-
(County and/or other political division)
(County and/or other political division)
(Name of foreign service office)

SS-

I, Carolyn R. Johnson Vice Consul

of the United States of America at Tokyo, Japan

commissioned and qualified, do hereby certify that on this eleventh

of June, 1981 before me personally appeared
(DATE)

* * Robert E. BOYLE and Lois BOYLE * * *

to me personally known, and known to me to be the individuals described in, whose
names are subscribed to, and who executed the annexed instrument, and being
in my presence, they duly acknowledged to me
that they executed the same freely and voluntarily for the uses and purposes therein
mentioned.

In witness whereof I have hereunto set my hand and
official seal the day and year last above written.

Carolyn R. Johnson
Carolyn R. Johnson

Vice Consul of the United States of America.

NOTE.—Where two or more signatures to a document should be included in one certificate.