

110259

BOOK 121 PAGE 10

FORM No. 705—CONTRACT—REAL ESTATE—Purchaser Assumes Existing Encumbrance.

STEVENS NESS L.A. 7.13.00. 100 LAND OF WASH.

CONTRACT—REAL ESTATE

THIS CONTRACT, Made this 18th day of September, 1990, between David C. L'Hommedieu and Gretchen H. L'Hommedieu and B. H. Besser, 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:

Lot 23, Block 3, Woodard Marina Estates.

13928

REAL ESTATE EXCISE TAX

OCT 15 1990

PAID 192.72

J W Deputy
SKAMANIA COUNTY TREASURER

Entered
Indexed in 12
Indexed in 12
Filed 10/19/90
Mailed

for the sum of Eleven thousand one hundred and fifty Dollars (\$11,150.00) hereinafter called the purchase price, in part payment of which the buyer assumes and agree to pay a contract or mortgage (the word "mortgage" as used herein includes within its meaning a trust deed) now on said land recorded in book/roll/volume No. _____ at page _____ or as fee/file/instrument/microfilm/reception No. _____ (indicate which) of the Deeds, Mortgage, Miscellaneous Records of said county, reference to which hereby is made, the unpaid principal balance of which is \$ _____ together with the interest hereafter to accrue on said contract or mortgage according to the terms thereof; the buyer agrees to pay the balance of said purchase price to the order of the seller, at the times and in amounts as follows, to-wit:

In monthly payments of not less than fifty dollars (\$50.00), payable on the 15th day of each month hereafter beginning in the month of September, 1990, and continuing until said purchase price is fully paid. All deferred balances of said purchase price shall bear interest at the rate of 10.5% per annum from August 15, 1990, until paid; interest being included in the monthly payments.

All of said purchase price may be paid at any time; all of the said deferred payments shall bear interest at the rate of 10.5% per annum from August 15, 1990, until paid; interest to be paid as follows: XXXXXXXX the minimum regular payments above required. Taxes on said premises for the current fiscal year shall be prorated between the parties hereto as of the date of this contract.

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 or household purposes.

(B) for an occupation (whether buyer is a natural person) for business or commercial purposes.

The buyer shall be entitled to possession of said lands on _____, 19____, and may retain such possession so long as thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer 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 seller in defending against any such liens; that buyer 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 past due; that at buyer's expense, buyer 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 \$ _____ 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 seller's expense and within _____ days from the date hereof, seller 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, and the said contract or mortgage. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, buyer's 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 covenants, restrictions, the said contract or mortgage 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 assigns.

(Continued on reverse)

IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures for this purpose, use Stevens-Ness Form No. 1319 or similar.

David C. L'Hommedieu
P.O. Box 913
Hines, OR 97738

SELLER'S NAME AND ADDRESS

B. H. Besser
9161 Whitney Way
Cypress, CA 90630

BUYER'S NAME AND ADDRESS

After recording refers to:

David C. L'Hommedieu
P.O. Box 913
Hines, OR 97738

NAME, ADDRESS, ZIP

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

B. H. Besser
9161 Whitney Way
Cypress, CA 90630

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/roll/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____ Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____

Deputy

Glenn J. Kinnear, Skamania County Auditor
By: JCC Parcel # 2-6-34-1-4-2300

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, and the payments to become due on said contract or mortgage, principal and interest, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at seller's option shall have the following rights:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;
- (2) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

In any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase 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 theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

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 seller's 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 11,150.00. However, the actual consideration consists of or includes other property or value given or promised which is ~~not stated~~ (Indicate which).

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 the 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; that if the context so requires, the singular pronouns shall be taken to mean and include the plural 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.

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

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

*BUYER: Comply with ORS 93.905 at seq prior to exercising this remedy.
NOTE: The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of Harney

October 1, 1990

Personally appeared the above named

Gretchen H. L'Hommedieu

STATE OF OREGON, County of ORANGE

SEPTEMBER 18, 1990

Personally appeared

B. H. BESSER

SS.

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 her voluntary act and deed.

(OFFICIAL SEAL)

Before me: Peggy A. Platter

Notary Public for Oregon

My commission expires: 7-28-93

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:

Notary Public for Oregon

My commission expires:

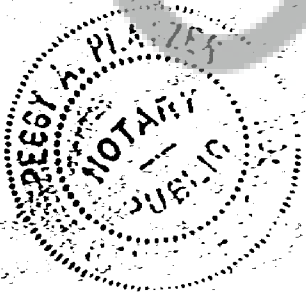
(SEAL)

Section 4 of Chapter 615, Oregon Laws 1975, provides:

(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 owner of the title being 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.

(2) Violation of subsection (1) of this section is a Class B misdemeanor.

(DESCRIPTION CONTINUED)



STATE OF CALIFORNIA

COUNTY OF ORANGE

SS.

On SEPTEMBER 18, 1990 before me, the undersigned, a Notary Public in and for said County and State, personally appeared

B. H. BESSER

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Signature

LAURIE J. HILL

Name (Typed or Printed)

Notary Public in and for said County and State

