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BOOK 129 PAGE 343

Until a change is requested, all
tax statements shall be sent to

Henry & Anne Patton
4 Chenoweth Road
Underwood, WA 98651
(Tax Account No. 03-09-25-0-0-0300-00)

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filed ☒
Mailed ☒

FILED FOR RECORD
CLERK OF COURT, WASH
BY *Tennis Wyers*
JUN 26 11 40 AM '92
Gowry
GARY H. OLSON

LAND SALE CONTRACT

THIS CONTRACT is made as of the 20th day of December, 1991, by and between FRANK E. MORBY, Personal Representative of the Estate of Bonnibel L. Morby, whose address is 281 W. Sixth Avenue, Sutherlin, Oregon, 97479, herein called "seller" and HENRY PATTON and ANNE PATTON, husband and wife, whose address is 4 Chenoweth Road, Underwood, Washington, 98651, holding their community interest as tenants in common with TERRENCE OTIS WOLLAN and JANE PRUDENCE MULDER, husband and wife, whose address is 23300 Milk Ranch Road, Colfax, California 95713, herein called "buyer".

WITNESSETH:

Seller agrees to sell to buyer and buyer agrees to purchase from seller for the price and on the terms and conditions set forth below that certain real property commonly described as follows:

The Southwest quarter of the Northwest quarter of Section 25, Township 3 North, Range 9 East of the Willamette Meridian in the County of Skamania, State of Washington.

SUBJECT TO:

- 1) Taxes.
- 2) Potential taxes, penalties, and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property. Notice of approval of such classified use was given by the Skamania County Assessor, and recorded July 7, 1975, in Book F, page 38, Auditor's File No. 79901, Skamania County Lien Records.
- 3) Rights of the public in and to that portion lying within road.
- 4) Reservation for right to construct highway within the terms and provisions thereof recorded January 15, 1942, in Book 28, page 571, Skamania County Deed Records.

Such property is referred to herein as "the property".

PURCHASE PRICE AND PAYMENT: Buyer promises to pay as the total price for the property the sum of TWO HUNDRED FIVE THOUSAND AND 00/100 DOLLARS (\$205,000.00). This amount shall be paid as follows:

- (a) The sum of \$5,000.00 which has previously been paid as earnest money, and

15042

REAL ESTATE EXCISE TAX

LAW OFFICES OF
TEUNIS WYERS
HOOD RIVER, OREGON 97031
PHONE (503) 386-2221

1 - LAND SALE CONTRACT
(b6w/morby.lsk)

JUN 28 1992
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Glenda J. Kimmel, Skamania County Assessor

By: *79-25-340*

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- (b) The sum of \$20,000.00, which has previously been paid as downpayment, and
- (c) The sum of \$70,000.00 upon the date hereof as an additional downpayment,
- (d) The remaining balance of \$110,000.00 and all accrued interest, which shall be paid not later than December 31, 1992. Interest at the rate of 10.5% per annum shall be due, counted and accrued from October 16, 1991 and thereafter on the remaining balance.
- (e) Each payment shall be made to the Estate of Bonnibel Morby, c/o Frank Morby, 281 W. Sixth Avenue, Sutherlin, Oregon, 97479. Seller may direct all payments be sent to another address upon reasonable notice to buyer.
- (f) Buyer shall have the privilege of increasing any payment, or prepaying the entire balance at any time without penalty,
- (g) In the event buyer fails to pay when due, any amounts required of buyer to be paid to third parties hereunder such as taxes or permits or other items, seller may pay any or all such amounts. If seller makes any such payments, the amounts thereof shall be immediately due and payable. Until paid, such amounts shall be secured by this contract and shall bear interest at the rate of 10.5% per annum. Seller's election to make any payments pursuant to this paragraph shall not constitute a waiver of seller's right to declare buyer to be in default of this contract.

CLOSING:

- (a) The sale shall be closed on or before the 16th day of December, 1991, through the law office of Teunis Wyers, 216 Cascade, Hood River, Oregon, or as soon thereafter as documents can be prepared by Teunis Wyers. The cost of said documents shall be borne by seller. Closing costs shall be shared equally by the buyer and seller.
- (b) At closing seller shall have received a commitment for the issuance of a purchaser's policy of title insurance as described herein.
- (c) Except as otherwise provided herein, all items to be prorated shall be prorated as of closing.

TAXES AND LIENS: All taxes levied against the property for the current tax year shall be prorated between seller and buyer as of closing. Buyer agrees to pay when due all taxes, and all assessments which are hereafter levied against the property and to keep the property free from all public, municipal and statutory liens which may be hereafter lawfully imposed upon the property. If buyer objects in good faith to the validity or amount of any such tax or assessment, buyer, at his sole expense, may contest the validity or amount of the tax assessment. Buyer shall otherwise keep the property free from all public, municipal and statutory liens which may be hereafter lawfully imposed upon the property.

POSSESSION: Buyer shall be entitled to possession of the property from and after closing, provided, however, that seller and seller's agents may enter upon the property at reasonable times after notice to buyer for the purpose of inspecting the property.

MAINTENANCE AND INSURANCE: Commencing with the possession date and thereafter at all times during the term of this contract buyer shall with respect to the property do the following:

- (a) Maintain fifty percent (50)% of the present timber standing and whole. Buyer shall give Seller 5 days notice of intent to remove more than one percent (1)% of timber.
- (b) Promptly comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the property, and in this connection promptly make all required repairs, alterations and additions.

COVENANTS OF SELLER: Seller covenants that seller is the owner of good and marketable title to the property free of all liens and encumbrances.

TITLE INSURANCE: Seller shall furnish at seller's expense a purchaser's title insurance policy in the amount of \$205,000.00 within 10 days or as soon as reasonably practicable after the date of closing, insuring buyer against loss or damage sustained by buyer by reason of the unmarketability of seller's title; or liens or encumbrances thereon, excepting matters contained in the usual printed exceptions in such title insurance policies, and those listed above under covenants of seller.

DEED: Upon payment of the total purchase price for the property as provided herein, and performance by buyer of all other terms, conditions and provisions hereof, seller shall forthwith deliver to buyer a good and sufficient warranty deed conveying the property free and clear of all liens and encumbrances, excepting those placed upon the property or suffered by buyer subsequent to the date of the contract.

DEFAULT: Time is of the essence of this contract. A default shall occur if:

- (a) Buyer fails to make any payment within 20 days of due date.
- (b) Buyer fails to perform any other obligation imposed by this contract and does not correct or commence correction of such failure within 30 days after notice from seller is given hereinafter designated, specifying the manner in which buyer is in default.
- (c) Buyer becomes insolvent, a receiver is appointed by a Washington Superior Court to take possession of all or a substantial part of buyer's properties; buyer makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy which is not dismissed within 90 days. If buyer consists of more than one person or entity, the occurrence of any of these events as to any one such person or entity shall constitute a default hereunder.
- (d) Buyer shall not be considered in default by using the property as security for money used to fulfill the purchase of this property.

In the event of a default, seller may take any one or more of the following steps:

- (a) Declare the entire balance of the purchase price and interest immediately due and payable;

- (b) Foreclose this contract by suit in equity;
- (c) Specifically enforce the terms of this contract by suit in equity;
- (d) Cause a receiver to be appointed as a matter of right whether or not the apparent value of the property exceeds the amount of the balance due hereunder, and any receiver appointed may serve without bond. Employment by seller shall not disqualify a person from serving as receiver.

REPRESENTATIONS AND CONDITION OF PROPERTY: Buyer certifies that this contract of sale is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that no attempts have been made to influence his judgment; that no representations, either express or implied, as to the condition or repair of said premises have been made by seller nor by any agent of seller; that no other agreement or promise to alter, repair or improve said premises has been made by seller or by any agent of seller; that buyer takes said property and the improvements thereon in the condition existing at the time of this agreement; that buyer has ascertained, from sources other than seller, the applicable zoning, building, housing and other regulatory ordinances and laws and that he accepts the property with full awareness of these ordinances and laws as they may affect the present use of any intended future use of the property, and seller has made no representations with respect thereto.

Buyer understands and agrees that the preparation of this contract and other documents relating to this sale were at the request of seller and that Teunis Wyers, of 216 Columbia Avenue, Hood River, Oregon, is attorney for and representing seller in this transaction. Buyer understands that he is free to consult separate counsel regarding this agreement and other documents prepared in connection with this transaction.

NOTICE: Any notice under this contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the addresses stated in this contract or such other addresses as either party may designate by written notice to the other.

WAIVER: Failure of seller at any time to require performance of any provision of this contract shall not limit the right of the seller to enforce the provision, nor shall any waiver by seller of any breach of any provision be a waiver of any succeeding breach of that provision nor a waiver of that provision itself or any other provision.

COSTS AND ATTORNEY FEES: In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.


SUCCESSOR INTERESTS: This contract shall be binding upon and inure to the benefit of the parties, their successors and assigns, but no interest of buyer shall be assigned, subcontracted or otherwise transferred without 15 day notice to seller.

DUE ON SALE CLAUSE: It is specifically understood and agreed that this contract is personal between the parties hereto, and that seller agrees to accept purchaser's personal liability and control of the real property which was a material inducement to seller in the execution of this contract. If this contract or the property being sold hereunder is sold, assigned or transferred by purchaser, voluntarily or involuntarily, excepting a transfer to Cold Spring Conservancy, without obtaining seller's prior written consent, such assignment, sale or other transfer shall be deemed to increase the risk of seller and the seller may, at his option, declare the entire unpaid balance immediately due and payable or, at seller's sole option, may consent to such sale, assignment, or other transfer of this contract for the property and may increase the interest rate hereunder not more than 1.0 %, not to exceed in any event the maximum permitted by law, to compensate for such increased risk.

PRIOR AGREEMENTS: This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the property and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the property is concerned.

NUMBER, GENDER AND CAPTIONS: As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of references and shall in no way limit any of the provisions of this contract.

IN WITNESS WHEREOF, the parties have caused this contract to be executed as of the date and year first above written.


FRANK E. MORBY, Personal Representative of
the Estate of Bonnibel Morby - Seller


HANK PATTON - Buyer


ANNE PATTON - Buyer

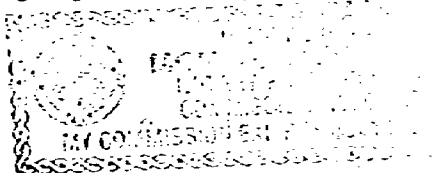
Terence A. Webb Jane Prudence Mulder

**TERRENCE OTIS
WOLLAN**
Buyer

JANE PRUDENCE MULDER
Buyer

STATE OF OREGON)
) ss.
County of Hood River)

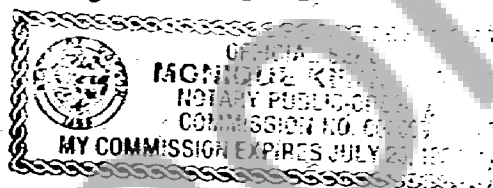
Personally appeared the above named FRANK E. MORBY and acknowledged the foregoing instrument to be his voluntary act and deed.



Monique Hernandez
Notary Public for Oregon
My Commission Expires: 7/26/94

STATE OF OREGON)
) ss.
County of Hood River)

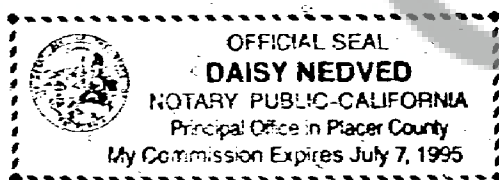
Personally appeared the above named HENRY PATTON and ANNE PATTON and acknowledged the foregoing instrument to be their voluntary act and deed.



Monique Kennard
Notary Public for Oregon
My Commission Expires: 7/26/94

STATE OF California)
County of Placer) ss.

Personally appeared the above named OTIS ~~MULDER~~ WOLLAN and JANE MULDER-~~WOLLAN~~ and acknowledged the foregoing instrument to be their voluntary act and deed.



Daisy Redwood
Notary Public for Placer Co., State of California
My Commission Expires: 7-7-95