

THIS CONTRACT, Made and entered into this 7th day of October, 1968, between WILLIAM E. DAME, a widower, hereinafter called the "Seller", and DATEN CORP., a corporation, hereinafter called the "Purchaser".

W I T N E S S E T H:

That the Seller agrees to sell to the Purchaser and Purchaser agrees to purchase from the Seller the following described real property, with appurtenances, in Skamania County, State of Washington:

The East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$); the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$); and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 12, Township 3 North, Range 7 $\frac{1}{2}$ E.W.M.;

Government Lot 1; the north 28.73 acres of Government Lot 2; and the north 8.2 acres of the west 10.94 acres of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 7, Township 3 North, Range 8 E.W.M.;

A strip of land 50 feet in width described as follows:

Beginning at the northwest corner of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of the said Section 7; thence south 50 feet; thence east to intersection with the tract of land conveyed to the State of Washington for Secondary Highway No. 8-C by deed dated October 29, 1956, and recorded at page 485 of Book 42 of Deeds, Records of Skamania County, Washington; thence north along the westerly line of said tract to the north line of the said Section 7; thence west to the point of beginning.

6165

No:

TRANSACTION EXCISE TAX

NOV 6 1968

Amount Paid 450.⁰⁰Michael O'Connell
Skamania County Treasurer

By

The terms and conditions of this contract are as follows:

1. The purchase price is Forty-five Thousand Dollars (\$45,000.00), of which Twenty-three Thousand Eight Hundred Dollars (\$23,800.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Five Thousand Dollars (\$5,000.00) on request of Seller at any time after January 2, 1968. Sixteen Thousand Two Hundred Dollars (\$16,200.00) in equal annual installments as follows: One-third ($1/3$) of said balance shall be paid not later than one year from the date upon which Seller physically delivers to Purchaser a preliminary title report issued by Pioneer Title Insurance Company showing title in Seller to the above described real property free and clear of liens and encumbrances; it being understood by the parties that there is currently some cloud on the title to at least a portion of the above described premises; that subsequent annual installments of one-third ($1/3$) shall be made upon the succeeding anniversary dates of the first payment. Interest shall accrue upon the unpaid balance at the rate of six percent (6%) per annum commencing on the date upon which Seller furnished to Purchaser said title report; at the time of payment of each annual installment of principal, Purchaser shall also pay the interest then due. Payments to be made hereunder shall be made at Portland, Oregon, or at such other place as the Seller may direct in writing. Purchaser may without penalty pay said balance, or any portion thereof, at any earlier date or dates.

2. The parties shall prorate real property taxes as of the date of delivery by Seller to Purchaser of said prelimin-

ary title report, and thereafter Purchaser covenants and agrees that all taxes thereafter levied or assessed against said property shall be promptly paid by Purchaser before the same shall become delinquent.

3. Seller agrees to pay promptly all sales or excise taxes due to the State of Washington or any governmental unit in the State of Washington by reason of this sale.

4. Seller shall at Seller's cost furnish to Purchaser a purchaser's policy of title insurance issued by said title insurance company insuring the Purchaser to the full amount of said purchase price against loss or damage by reason of defect in Seller's title to said real estate as of the date of delivery of said preliminary title report.

5. Seller agrees, upon receiving full payment of the purchase price in the manner above specified, to execute and deliver to Purchaser a statutory warranty deed to said real estate, free of encumbrances.

6. Purchaser shall be entitled to possession of said real estate on the date hereof and to retain possession so long as Purchaser is not in default hereunder. Purchaser covenants and warrants not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. Purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, or other utility services furnished to said real estate after the date Purchaser is entitled to possession.

7. Time is of the essence of this contract, and it is agreed that in case the Purchaser shall fail to comply with or

perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the Seller may elect to declare all the Purchaser's rights hereunder terminated, and upon his doing so, all payments made by the Purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession of the real estate; and no waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

Service upon Purchaser of all demands, notices or other papers with respect to forfeiture and termination of Purchaser's rights may be made by United States mail, postage prepaid, return receipt requested, directed to the Purchaser at its address last known to the Seller.

8. The preliminary title report issued by Skamania County Title Company indicates that the State Forest Board of the State of Washington claims some right, title or interest in and to said Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 12, Township 3 North, Range 7 $\frac{1}{2}$ E.W.M. Seller agrees that he will promptly and at his expense take appropriate actions to clear said above described real property of any encumbrances, including the alleged claim of said State of Washington in order to convey all of said property to Purchaser free and clear of liens and encumbrances. In the event that Seller shall be unable to clear said title within twelve months from date hereof, then Seller thereafter may at Seller's option sell said real property to any purchaser other than the Purchaser under this agreement, and

from the proceeds of sale repay the advances of Purchaser hereunder, provided that if the title to said property is not cleared said funds shall be repaid to Purchaser without interest not later than eighteen months from date hereof. In the event that Seller shall fail to clear the title to said premises, all advances made hereunder shall, at the option of Purchaser, constitute a mortgage lien upon said premises, and in the event of failure of Seller to repay said sums as provided for hereinabove, then Purchaser shall, at its option, be a mortgagee of said premises with all the rights and privileges granted to mortgagees of real property under the laws of the State of Washington. In the event of foreclosure of said mortgage lien, Seller expressly waives any claim of homestead and all rights to possession of the property during the period allowed by law for redemption, and agrees that the Purchaser of the property will have immediate possession thereof. The above described mortgaged property is not used principally for agricultural or farming purposes.

9. In the event of suit or action in connection with this contract, each of the parties agrees to pay the prevailing party in said suit or action such sum as the court shall adjudge reasonable as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the Seller shall bring suit to procure an adjudication of the termination of the Purchaser's rights hereunder, and judgment is so entered, the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connec-

tion with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed or caused this agreement to be executed the day and year first above written.

SELLER:

William E. Dame
William E. Dame

PURCHASER:

DATEN CORP.

By Douglas David
President

By Brock Diller
Secretary



STATE OF OREGON)
) ss.
 County of Multnomah)

BE IT REMEMBERED, That on this 7th day of October, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM E. DAME, a widower, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

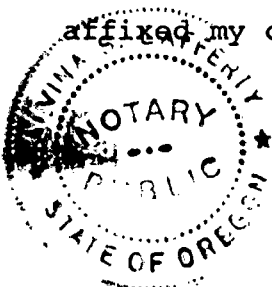


Alvina S. Lafferty
 Notary Public in and for the
 State of Oregon
 Residing At: 480 Pittock Block
Portland, Oregon
 My Commission Expires: April 16, 1969

STATE OF OREGON)
) ss.
 County of Multnomah)

On this 7th day of October, 1968, before me appeared DOUGLAS DAVID and F. BROCK MILLER both to me personally known, who being duly sworn, did say that he, the said Douglas David is the President, and he, the said F. Brock Miller is the Secretary of DATEN CORP., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and Douglas David and F. Brock Miller acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Alvina S. Lafferty
 Notary Public in and for the
 State of Oregon
 Residing At: 480 Pittock Block
Portland, Oregon
 My Commission Expires: April 16, 1969