

THIS CONTRACT, Made this 10 day of July, 1968, between Wilbur L. Tracy and Mary Ellen L. Tracy, husband and wife, hereinafter called the seller, and Archie Anderson & Mary Anderson, husband and wife hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants therein 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 the County of Skamania and State of Washington to-wit:

The South one-half of the North one-half of the South one-half of the Southeast quarter of the Southeast quarter (S½ of N½ of S½ of SE¼ of SE¼) and the South one-half of the South one-half of the South East quarter of the South East quarter (S½ of S½ of the SE¼ of the SE¼) All in Section 17, Township 3, North - Range 10 E.W.M. (Approximately 15 acres).

Subject to easements and right of way for public roads over and across the above described real property.

Seller reserves an easement 40 feet in width for road purposes near the East boundary of the above described land, such easement being appurtenant to the remaining portion of the property retained by Seller. It is agreed and understood that no timber or trees are to be removed or destroyed on or from these premises until the contract has been paid in full.

for the sum of EIGHT THOUSAND ONE HUNDRED & NO/100 Dollars (\$ 8,100.00), hereinafter called the purchase price, of which \$ 7,400.00 has been paid at the time of the execution hereof, the receipt whereof hereby is acknowledged by the seller; the buyer agrees to pay the balance of said purchase price to the order of the seller at the times and in the amounts as follows, to-wit: The balance of \$7,400.00 to be paid at the rate of \$75.00 per month, with the first payment to be made on the 7th day of August, 1968, and a like payment of \$75.00 on the 7th day of each month thereafter until the entire balance, including principal and interest, has been paid.

1986
TRANSPORTATION ENGINE

JUL 26 1968

Amount Paid 81.10

Amount Paid \$1,000.00
 All of said purchase price may be paid at any time; all of the said deferred payment shall be paid in
 interest at the rate of seven per cent per annum from this date until paid, said interest to be paid
 monthly and * ~~being included in~~ the minimum regular payments above required. Taxes on said
 premises for the current fiscal year shall be prorated between the parties as follows: _____

The buyer shall be entitled to possession of said lands on or about the 1st day of _____, 19____, and may retain such possession no longer than he is not in default under the terms hereof. The buyer agrees that at all times he will keep the buildings and other premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from any liens, mechanic's and all other liens, and that he will pay to the seller, harmless therefor and reimburse seller for all costs and attorney's fees incurred by him in defending himself and his heirs, assigns, and assigns against said premises, as well as all water rents, public charges and municipal liens which hereafter shall be imposed upon said premises, and will fully bear the loss or any part thereof become past 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

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 add to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without delay, however, of any such lien, cost, water rent, tax, or charge.

and said described premises are now subject to a contract of mortgage (the word mortgage as used herein includes what is meaning a trust deed) recorded in the Deeds, Mortgage, Miscellaneous Records of said county in book 126-65229 at page 357 thereof (reference to which hereby is made) on which the unpaid principal balance at this time is \$ and no more is due.

interest paid and payable in installments of not less than \$ per month, the seller agrees to pay all sums due and to become due on said contract or mortgage promptly at the times required for said payments and to keep said contract or mortgage free from default; should any of the installments on said mortgage to the seller include a premium for life insurance, the buyer agrees, on seller's demand forthwith to repay to the seller that portion of said life insurance premium which is applicable to taxes and interest.

[illegible]

Seller also agrees that when said purchase price is fully paid, upon request and assignment of said assignment now of record, if any, and the said contract or mortgage 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 excepting all liens and encumbrances created by the buyer or assigns.

within ten days of the time limited by the contract, and in case the buyer shall fail to make the payments above required, any of them, punctually rights: (1) to declare this contract null and void, (2) to declare any agreement herein contained, then the seller at his option shall have the following once due and payable and (3) to foreclose this contract by suit in equity, and in any of the foregoing cases the seller shall be entitled to the balance of said purchase price with the interest thereon at the rate of _____ per annum, and the seller hereunder shall utterly cease and determine and the right to the property shall be retained by the seller and all other rights of the buyer shall be null and void.

to be performed and without any right of the Buyer to return or to have in said offer without any act of re-visit, or any other act of said seller, absolutely, fully and perfectly as if this contract and such payments had been made in cash, on account of the purchase of said property and the said contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises in default all payments thereto and the said contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises in default all payments thereto, and the said contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises in default all payments thereto, process of law, and take immediate effect.

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 the right hereunder to enforce the same, nor shall any waiver by said seller of any provision hereof be held to be a waiver of any such breach of any such provision, or as a waiver of the provision itself. In case suit or action is brought to enforce or to obtain any such performance, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to the seller.

shall adjust reasonable as plaintiff's attorney's fees on such appeal. In consideration of this contract, it is understood that the seller or the buyer may be more than one person; that if the contest so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, 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 hereunto set their hands and seals in duplicate on this, the day and year first above written.

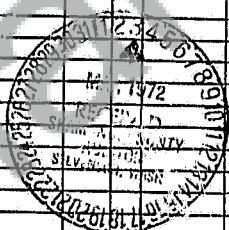
W. J. Tracy (SEAL)
W. J. Tracy (SEAL)

Arthur C. Groves (SEAL)
Mary Groves (SEAL)

1990-1991

RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS:

DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE
8-2-68		25	-	25	-	8-2-71		25	-		
9-2-68		25	-			9-2-71		25	-		
10-2-68		25	-			10-2-71		25	-		
11-2-68		25	-			11-2-71		25	-		
12-2-68		25	-			12-2-71		25	-		
1-2-69		25	-			1-2-72		25	-		
2-2-69		25	-			2-2-72		25	-		
3-2-69		25	-			3-2-72		25	-		
4-2-69		25	-			4-2-72		25	-		
5-2-69		25	-			5-2-72		25	-		
6-2-69		25	-			6-2-72		25	-		
7-2-69		25	-			7-2-72		25	-		
8-2-69		25	-			8-2-72		25	-		
9-2-69		25	-			9-2-72		25	-		
10-2-69		25	-			10-2-72		25	-		
11-2-69		25	-			11-2-72		25	-		
12-2-69		25	-			12-2-72		25	-		
1-2-70		25	-								
2-2-70		25	-								
3-2-70		25	-								
4-2-70		25	-								
5-2-70		25	-								
6-2-70		25	-								
7-2-70		25	-								
8-2-70		25	-								
9-2-70		25	-								
10-2-70		25	-								
11-2-70		25	-								
12-2-70		25	-								
1-2-71		25	-								
2-2-71		25	-								



74481

CONTRACT

(FORM No. 845)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

WILBUR L. TRACY, ET UX

Address

AND

ARTIE ANDERSON, ET UX

Address

Date July 1968

Lot Block

Addition

STATE OF OREGON,

County of Multnomah

I certify that the within instrument was received for record on the 3 day of March, 1968, at 2:50 o'clock P.M., and recorded in book 63 on page 804. Record of Deeds of said County.

Witness my hand and seal of County affixed.

By *W. L. Tracy* County Clerk-Recorder.

Deputy

AFTER RECORDING RETURN TO

REGISTERED
INDEXED: DIR
INDEXED: E
RECORDED
SAP PARED

STATE OF OREGON,

County of Multnomah

On this 19th day of July, 1968, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Wilbur L. Tracy and Mary Ellen E. Tracy

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they 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.

W. L. Tracy
Notary Public for Oregon.

My commission expires Dec 31 1969.

STATE OF OREGON, Washington

County of Shasta

BE IT REMEMBERED, That on this 16 day of July, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

and the South one-half of the South one-half of the South East quarter of the South East quarter (5% of 5% of the SE% of the SE%) All in Section 17, Township 3, North - Range 10 E.W.M. (Approximately 15 acres).

Subject to easements and right of way for public roads over and across the above described real property.

Seller reserves an easement 40 feet in width for road purposes near the East boundary of the above described land, such easement being appurtenant to the remaining portion of the property retained by Seller. It is agreed and understood that no timber or trees are to be removed or destroyed on or from these premises until the contract has been paid in full.

for the sum of EIGHT THOUSAND ONE HUNDRED & NO/100 Dollars (\$ 8,100.00), hereinafter called the purchase price, of which \$ 700.00 has been paid at the time of the execution hereof, the receipt whereof hereby is acknowledged by the seller; the buyer agrees to pay the balance of said purchase price to the order of the seller at the times and in the amounts as follows, to-wit:

The balance of \$7,400.00 to be paid at the rate of \$75.00 per month, with the first payment to be made on the 7th day of August, 1968, and a like payment of \$75.00 on the 7th day of each month thereafter until the entire balance, including principal and interest, has been paid.

NE 5996

TOWNSHIP EXCISE TAX

JUL 26 1968

Amount Paid \$7.40

All of said purchase price may be paid at any time; all of the said deferred payments shall bear interest at the rate of seven per cent per annum from this date until paid, said interest to be paid monthly and * being included in the minimum regular payments above required. Taxes on said premises for the current fiscal year shall be pro-rated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on 19 and may retain such possession as long as he is not in default under the terms hereof. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanics' and all 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 past 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 \$ 10,000.00.

In a company or companies satisfactory to the seller, with loss payable to the seller as his interest 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 taxes, 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 said described premises are now subject to a contract on a mortgage (the word mortgage as used herein includes within its meaning a trust deed) recorded in the Deeds, Mortgage, and Licensure Records of said County in book 55 at page 357 thereof (reference to which hereby is made) on which the unpaid principal balance at this time is \$ 19 and no more, with interest paid 19 payable in installments of not less than \$ 19 per

the seller agrees to pay all sums due and to become due on said contract or mortgage promptly at the times required for said payments and to keep said contract or mortgage free from default; should any of the installments on said mortgage or contract be in default, the seller includes taxes or insurance premiums on said described premises, the buyer agrees on seller's demand forthwith to repay to the seller that portion of said installments so paid applicable to taxes and insurance premiums; should the seller for any reason permit said contract or mortgage to be or become in default, the buyer may pay any sums required by said contract or mortgage to be paid or otherwise perform said contract or mortgage and the buyer shall be entitled to credit for all sums so paid by him against the sums past to become due on the above purchase price pursuant to the terms of this contract.

The seller agrees that of his expense and within 19 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, 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, he will deliver a good and valid, however, the said easements and restrictions, and the taxes, municipal liens, water rents and public charges as assumed by the buyer and further excepting all liens and encumbrances created by the buyer or assigns.

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, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and for (3) to foreclose this contract by suit in equity, and in any of such cases all rights and interests created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described to be performed and without any right of the buyer of return, reclamation or compensation for payments paid on account of this contract, and the property made on this contract is to be retained by and belong to said seller as the agreed and terminable term of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or any time thereafter, to enter upon the land aforesaid, without any 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 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 enforce this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal. In enforcing this contract, it is understood that the seller or the buyer may be 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 hereunto set their hands and seals in duplicate on this, the day and year first above written.

Wilbur L. Amers (SEAL)
Lily Allen E. Tracy (SEAL)
Arthur Grobner (SEAL)
Mary Anderson (SEAL)

*Bulle whichever words not applicable.
[For optional acknowledgment, see reverse]

8-4-19	25	1-9-2	25
9-4-19	25	2-2-20	25
10-3-19	22		
11-3-19	22		
12-5-19	22		
1-4-20	20		
2-2-20	20		
3-4-20	20		
4-4-20	20		
5-4-20	20		
6-4-20	20		
7-6-20	20		
8-6-20	20		
9-3-20	20		
10-3-20	20		
11-3-20	20		
12-3-20	20		
1-3-21	20		
2-3-21	25		

記

(FORM NO. 815)

STEVENS, JAMES I. JR. 1945

RETURN

REFERENCES

WILBUR L. TRACY, ET UX

Anticross

ARTIE ANDERSON, ET UX

Address

Date July 1968

Lot _____ **Block** _____

Addition

STATE OF OREGON.

County of Shamrock

I certify that the within instrument was received for record on the 13 day of March, 1922, at 2:50 o'clock P.M., and recorded in book 63 on page 255.
Record of Deeds of said County.

Witness my hand and seal of
County affixed.

County Clerk—Recorder.

Dr. Dickson

Deputy: _____

AFTER RECORDING RETURN TO

REGISTERED

[illegible]

INDIRECT

150

STATE OF OREGON.

County of Multnomah

59

On this 19th day of July 1968

before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Wilbur L. Tracy and Mary Ellen E. Tracy

known to me to be the identical individual, as described in and who executed the within instrument and acknowledged to me that they 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.

S. D. Anderson

Notary Public for Oregon.

My commission expires Nov. 22 1949

STATE OF OREGON, WASHINGTON

County of San Francisco Calif.

BE IT REMEMBERED, That on this 16 day of July, 1968,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the willful
named Artie Anderson and Mary Anderson

known to me to be the identical individual, I, described in and who executed the within instrument and acknowledged to me that they 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.

Notary Public for Ely, Or. Was. & Idaho

My Commission expires 2/27/75 198R