

74624

THIS CONTRACT, Made this 1st day of July 1966, between
WOODARD MARINA ESTATES, INC., hereinafter called the seller, and Thomas W. Hazlett and Mary Elizabeth Hazlett, husband and wife,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the seller the following described real estate, situate in the County of Skamania, State of Washington, to-wit:

Lot 6 Block 3 of Woodard Marina Estates Property described in Auditors File 60610 pages 114 and 115 of Book A Plats and Records of Skamania County, State of Washington.

No. 1274

TRANSACTION EXCISE TAX

APR 7 1972

Amount Paid \$2,850.00 + 19.3%

State Tax \$56.70

Skamania County Treasurer

By Bureau of Internal Revenue

Balance of: TWO THOUSAND FIVE HUNDRED SIXTY FIVE AND NO/100ths Plus interest 8% (\$102.60) from January 1, to July 1, 1966 for a total of TWO THOUSAND SIX HUNDRED SIXTY SEVEN AND 60/100ths.*

for the sum of TWO THOUSAND EIGHT HUNDRED AND FIFTY ONE/100ths Dollars (\$ 2,850.00) (hereinafter called the purchase price), on account of which TWO HUNDRED EIGHTY-FIVE DOLLARS Dollars (\$ 285.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 2,667.00) to the order of the seller in monthly payments of not less than FIFTY DOLLARS Dollars (\$ 50.00) each,

payable on the 1st day of each month hereafter beginning with the month of August 1966, and continuing until said purchase price is fully paid. 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 8% per cent per annum from August 1, 1966 until paid, interest to be paid and * being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on July 25, 1966, and may retain such possession so long as exists, in good condition and repair, and will not suffer or sustain any damage thereto, so that he will keep said premises free from insects and all other pests and save the seller harmless and responsible for the same, and will not commit any waste or injury to said lands in trespass against him here, that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges, assessments, and other taxes which may be imposed upon said premises, as promptly before the same or any part thereof become past due, that of taxes, as expense to said lands and keep coated all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than \$ 1,000.00 or compensation satisfactory to the seller, with loss payable first to the seller and then to the buyer as such losses, costs, water rents, taxes, or charges, as incurred. Note if the house shall fail to be kept in good condition and repair, a part of the \$ 50.00 stated by this contract and shall have interest at the rate aforementioned without deduction of any right reserved by the seller due to a breach of contract.

The seller agrees that at his expense and within 10 days of the execution of this agreement, he will furnish unto buyer a title insurance policy, in sum equal to said purchase price, marketable title in and to said premises in the seller's name or subsequent to the date of this agreement, and in the name of the buyer, and the seller, and the titleholder, after restrictions and easements now or then, if any, seller also agrees that when said purchase price is fully paid and all taxes and assessments are paid under this agreement, he will deliver a full and sufficient deed conveying all said lands and lands, or any part thereof, as described in the instrument of conveyance, and that all encumbrances as set out and described, permitted or arising by, through or under seller, excepting however, the said easements and restrictions, and all taxes, water rents, and public charges as aforesaid by the buyer and buyer, excepting all legal and encumbrances created by the buyer or his heirs.

And it is understood and agreed between said parties hereto, that if the buyer fails to make any payment due under this contract, and in case the buyer shall fail to make the payment due under this contract, the seller may have the following rights: (1) to declare this contract null and void, (2) to deduct the whole unpaid principal balance and said purchase price with the interest accrued thereon, and to hold the same in trust for the seller, and to any of such amounts, all rights and interest vested or then existing in or by the buyer in said premises, shall revert to the seller, and that the rights to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to the seller, and that no action or suit may be brought by the buyer against the seller for replevin, recompensation or money had and received, or any part of the amount of the purchase price as damages, fully and perfectly as if this contract and such payments had never been made, and in case of such default all monies more than paid by the buyer, shall be held by the seller, and the seller may sue for the same, and enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereto or thereto belonging.

The buyer further agrees, that failure by the seller at any time to require performance by the buyer of any provision herein shall in no way affect the validity of this contract, or the seller's right to sue and recover of any breach of any provision herein he holds to be a violation of any such provision.

In case suit in action is instituted to judgment this plaintiff or to enforce any of the provisions herein, the buyer agrees to pay such sum as the trial court may award reasonable attorney 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 award reasonable to plaintiff's attorney fees on such appeal.

In concluding this contract, it is understood that the seller or the buyer may be more than one person, that if the contract so requires, the single person shall be taken to mean and include the plural, the masculine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions herein 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.

WOODARD MARINA ESTATES, INC.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

CONTRACT

(FEDERAL No. 105)

STATE OF OREGON, etc.

BETWEEN

AND

Address

Dated , 19

Block

Addition

STATE OF OREGON,

County of , ss.

I certify that the within instrument was received for record on the day of , 19 , at o'clock A.M., and recorded in book , on page . Record of Deeds of said County.

Witness my hand and seal of County affixed.

County Clerk-Recorder
By _____
Deputy

APR 4 RECORDING RETURN

REGISTERED	INDEXED	FILED
RECORDED	SEARCHED	MAILED

STATE OF OREGON,

County of , ss.
On this day of , 19 , before me, the undersigned, a notary public in and for said county and state, personally appeared the within named

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.

*Notary Public for Oregon,
My commission expires*

STATE OF OREGON)

County of Washington) ss.

On this day of , 19 , before me appeared ERMA B. LAINHART, to me personally known, who being duly sworn, did say that she the said ERMA B. LAINHART is the President of WOODARD ARKLA Fertilizer Co., Inc., the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the same instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and ERMA B. LAINHART acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and year last above written.

SC.

74624

THIS CONTRACT, Made this 1st day of July, 1966, between
WOODARD MARINA ESTATES, INC.,
hereinafter called the seller, and Thomas W. Hazlett and Mary Elizabeth Hazlett,
Husband and Wife,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the
seller the following described real estate, situate in the County of Skamania,
State of Washington, to-wit:

Lot 6 Block 3 of Woodard Marina Estates
 Property described in Auditors File 60610
 pages 114 and 115 of Book A Plats and Records
 of Skamania County, State of Washington.

No. **1274****TRANSACTION EXCISE TAX**

APR 7 1972

Amount Paid \$ 2.85 + 12.5

Taxes Due \$ 2.85

Skamania County Treasurer

by *Bennie L. Mulligan*

Balanced of: TWO THOUSAND FIVE HUNDRED SIXTY FIVE AND NO/100ths Plus
 interest at 6% (\$102.60) from January 1, to July 1, 1966 for a total
 of TWO THOUSAND SIX HUNDRED SIXTY SEVEN AND 60/100ths.*

for the sum of TWO THOUSAND EIGHT HUNDRED AND FIFTY EIGHT AND NO/100ths Dollars (\$ 2,850.00)
 (hereinafter called the purchase price), on account of which TWO HUNDRED EIGHTY FIVE DOLLARS
 Dollars (\$ 285.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the See above
 seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 2,667.60) to the order of
 the seller in monthly payments of not less than FIFTY DOLLARS Dollars (\$ 50.00)
 each,

payable on the 1st day of each month hereafter beginning with the month of August, 1966,
 and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time;
 and all deferred balances of said purchase price shall bear interest at the rate of 6% per cent per annum from

August 1, 1966, until paid, interest to be paid and * being included in
 the minimum monthly payments above required. Taxes on said premises for the current tax 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 land on July 25, 1966, and shall retain such possession so long as
 he is not in default under the terms of this contract. The seller agrees that at all times he will keep the buildings on said premises, now or hereafter
 erected, in good condition and repair, and shall not commit any waste or strip thereof; that he will keep said premises free from all encumbrances, including against any
 and all other debts, the seller harmless therefrom and render seller for all costs and attorney's fees incurred in removing any
 such encumbrances, that he will pay all taxes hereinafter levied upon said property, as well as all water, gas, electric, telephone and municipal bills which here-
 after finally may be imposed upon said premises, as 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) for

not less than \$ In a category of insurance satisfactory to the seller, with loss payable first to the seller and then to the buyer in
 their respective interests, may minor and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer fails to pay any
 such insurance, taxes, water, gas, electric, telephone or public charges or to pay for such insurance, the seller may do so and the payment made shall be added
 to and become a part of the debt secured by this contract and shall bear interest at the rate stated, without waiver, however, of any right arising to
 the seller for such breach of contract.

The seller agrees that at his expense and within 30 days from the date of this contract, he will furnish to the buyer a liability policy insur-
 ing him an amount equal to said purchase price, insurable title to the seller on or subsequent to the date of this agreement
 and except the usual printed exclusions, and including all other restrictions and covenants contained in this agreement. Seller also agrees that he
 will deliver a good and sufficient deed to the buyer, free and clear of all encumbrances as of the date of delivery, subject to all encumbrances
 present and those placed, permitted or arising by, through or under seller, excepting, however, all valid easements and restrictions and the taxes, municipal
 lease, water, gas, electric, telephone and public charges as incurred by the buyer and his family, and all other fees and encumbrances created by the buyer or his assigns.

And it is understood and agreed between the parties hereto that this is the original of this contract, and in case the buyer shall fail to make the
 payments above required, or any of them, punctually within 10 days of the date of this contract, or in case the buyer shall fail to keep any agreement herein contained, then
 the seller at his option may have the following rights: (1) to declare this contract null and void; (2) to foreclose the above unpaid principal balance
 and subordinate all unpaid amounts due and payable and (3) to foreclose the above unpaid amounts due and payable and (4) to have and to hold the title to the property during and the right to the
 possession of the premises above described and all fixtures acquired by the buyer heretofore or thereafter, and to sell the same in said seller without any act
 of entry, or any other act of said seller to be necessary, and to collect the amount of the buyer's return, retained or compensation for money paid
 on account of the purchase of said property, all unpaid, fully and perfectly, if this contract and such payments had never been made and in case
 of the sale of the property made in this contract are to be retained by the seller and not to be applied to any amount due to the buyer, and in case the buyer fails to
 make up to the time of such default, And the said seller, in case of such default, may sue for such amount, and judgment recovered, in at any time thereafter, to
 recover up to the time of such default. And the said seller, in case of such default, may sue for such amount, and judgment recovered, in at any time thereafter, to
 recover up to the time of such default.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision herein shall in no way affect
 his right hereunder to sue the same, nor shall any failure by said seller or any breach of any provision herein be held to be a waiver of any suc-
 hing breach of any such provision, or as a waiver of the provision itself.

In case suit is action is instituted to enforce this contract or to enjoin any of the provisions hereof, the buyer agrees to pay such sum as the
 court reasonably deems just, to attorney's fees to be allowed plaintiff in aid suit or action and if an appeal is taken from any judgment or decree
 of such trial court, the buyer further agrees to pay such sum as the appellate court shall apportion reasonable one plaintiff'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 contest in requires, the single
 or joint tenancy shall be taken in trust and include the personal, the machine, the furniture, the fixtures, and the water, and that generally all stipulated changes shall
 be made, altered and imposed to make the provisions herein 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.

WOODARD MARINA ESTATES, INC.

(SEAL)

7:46:24

CONTRACT

STC-1000-A-1000-1000-1000

Serial No. 1000

BETWEEN

Address _____ AND _____

Address _____

Dated _____ 19 _____

Block _____

Lot _____

Addition _____

STATE OF OREGON

ss.

I certify that the within instrument was received for record on the day of , 19 , at o'clock A.M., and recorded in book on page .

Record of Deeds of said County.

Witness my hand and seal of County affixed.

C. J. /s/ 1/12/66

County Clerk-Recorder.

E. L. /s/ Deputy.

AFTER RECEIVING RETURN TO

RECEIVED	1/12/66
INDEXED	1/12/66
FILED	1/12/66
REPORTED	
COMPARED	
MAILED	

STATE OF OREGON,

County of , before me, the undersigned, a notary public in and for said county and state, personally appeared, the within named

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.

Notary Public for Oregon,
My commission expires

STATE OF OREGON)
) ss.
County of Washington)

On this 12 day of January, 1966, before me appeared ERIC B. LAINEHART, to me personally known, who being duly sworn, did say that she the said ERIC B. LAINEHART is the President of WOODWARD URLIN SYSTEMS, INC., the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the same instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and ERIC B. LAINEHART acknowledged said instrument to be the free act and deed of said Corporation.

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

J. Paul R. Eick
Notary Public for Oregon
My Commission expires May 1, 1968