76134

THIS COUTRACT, Made this 18TH day of NAT GLIFFORD ORDE AND DOLORES ORTH, HUSBAND AND WIFE AND JONAL HEDLUND AND MARISE HEDLUND HUSBAND AND WIFE, hereinatte: called the seller, with High and La Vour. I. Kent, Husband and wife, hereinatte called the buyer.

, hereinalter called the buyer, WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller egrees to vell unto the buyer and the buyer agrees to purchase from the seller all of the following desoribad lends and premises situated in SRAMANIA. County, State of WASHING TON to-wit:

ALL THAT FORTION OF THE FOLLOWING DESCRIBED REAL PROPERTY LYING MORTHWESTERLY OF A 60 FOOT RIGHT OF WAY CONVEYED TO SKAMANIA COUNTY AS MORE PARTICULARLY DESCRIBED IN DEED DATED APR-L 7, 1972 RECORDED AT PAGE 453 OF BOOK 64 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WISHINGTON:

> The Northeast quarter of Section 28, Township 2 North, Range 5, East of the Willamette Meridian: SKCEPT the East half of the Northeast quarter of the Northeast quarter of the said Section 28;

> That portion of the Morthwest quarter of Section 23, Township 2 North, Range 5 East of the Willamette Meridian, described as follows: Beginning at a point 15 rods South of the quarter corner on the North line of the said Section 28; thence in a Southwesterly direction to a point 15 rods North of the quarter corner on the West line of the said Section 28; thence South 15 rods to the quarter corner aforesaid: thence Easterly along the quarter section line to the center of the said Section 28; thence Northerly ulong the quarter section line to the point of beginning; ENCEPT those portions of the above described tracts of land Which lie within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power lines.

Excuer any portion of said tracts lying within the Public

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CONDITIONS: NO PRINCIPAL PAYMENTS DURING 1973. INTEREST PAYMENT FOR THE YEAR 1973 TO BE PAID ON DECEMBER1, 1973. THEREAFTER, SEMI-ANNUAL PAYMENTS TO OCCUR STARTING JUNE 1, 1974. THE ENTIRY PRINCIPAL BALANCE OF THIS CONTRACT MUST BE PAID WITHIN 9 YEARS OF THE DATE OF THIS CONTRACT. ALL FUTURE ENGINEERING COSTS FOR DEED RELEASES TO BE BORN BY THE BUYER. DEEDS MAY BE RELEASED TO THE BUYER AFTER THE CLOSE OF THE YEAR 1973 UPON ADDITIONAL PRINCIPAL PAYMENTS OF TEASE MENTIONED ABOVE IN THE AMOUNT OF \$750.00 PER ACRE. DEEDS TO BE RELEASED MUST BE OF MUTUAL AGREEMENT BETWEEN BUYER AND SELLER. NO CUTTING OF TREES EXCEPT BI MUTUAL CONS NT BETWEEN BUYER AND SELLER (WRITTEN).

BOOK 65 PAGE 278

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## RANSACTION EXCISE TAX

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tor the sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED AND Dollars (\$67,500,00) (hereinalter called the purchase price), on recount of which ELEVEN THOUSAND AND 00/100 Dollars (\$11,000. I) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees (5.50.00.00) to the order of the seller in monthly payments of not less than FIVE THOUSAID AND 00/100 Dollars (\$5.5,000.00) each,

(INTEREST, 1973, day of each month hereafter beginning with the month o DECEMBER payable on the  $1s\pi$ 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 ANNUAL WILLIAM SAID ANNUAL Until paid, interest to be paid WITH SEMI - PATHENT being included in the minimum morning 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 varients to and covenints with the wiler that the total property described in this contract is

(a) primarily for buyer's personal, limity, household or acticultural purposes.

(b) for an organization or (seem it buyer is a natural property to our contract purposes of the than agricultural purposes.

The buyer shall be entitled to contract. 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 saste or strip throat fine he will keep and primites the term inchanical and the pair and will not suffer or permit any saste or strip throat fine he will keep and primites the torn mechanical and the pair and will not suffer or permit any saste or strip throat fine he will keep and primites the torn mechanical and the pair and will not suffer or permit any saste or strip throat primites the torn mechanical and the pair to the pair of the p

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 tespective interests may happen and all policies of insurance to be delivered to the seller as soon as insured. Now it the buyer thall fail to pay are, such lies, costs, water tents, farce, or chaitee or to procure and pay for such insurance, the term and to and any payment so made shall be added to and become a part of the debt secured by this contract and shall be added to and become a part of the debt secured by this contract and shall bear interest of the rate aforesaid, without waiver, however, of any right arising to the seller to buyer's breach of contract.

The seller for puyer a precon of contract.

It is string the seller agrees that at his expense and within the summer of the seller on or subsequent to the data of this agreement, says and extend the seller on or subsequent to the data of this agreement, says and extent the usual grinded exceptions and the building and other restrictions and ensumers now of record, it any. 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 sufficient deed conveying said surrender of this agreement, he will deliver a good and sufficient deed conveying said since said data placets, the remitted or a think by, through or under seller, excepting, however, and extracted and extricted and extracted and extracted agree of the said of the seller of the said extracted and extracted and extracted the said control of the said of

liens, water rents and public charges so assumed by the buyer and further escapting all liens and encumbrances created by the buyer of his assigns.

And it is understood and affected between reall partiespipe, time is of the essence of this contract, and in case the buyer shall fall to make the payments above required, or any of them, punctually within \$6A\_lays at the time limited therefor, or tail to keep any afterment herein contained, then the seller at his option shall have the following rights (1) to declare this contract until and voice of the whole unpud principal balance of and principals with the interest therein of trace due and payable and for (3) to forecome this contract by suit in equity, and in any of such cases, at rights and interest created or than evising in two or of the buyer as against the seller hearts shall utely cases and determine and the right to the sile hearts shall utely exists and seller without any act of re-entry, or any other act of vide either to be performed and will out only wider of the buyer of the purchase of side property as absolutely, tailly and periodity as ill this obtained and anothe payments had never been maded and they of the first of the first of the side hearts of the purchase of the purchase

The buyer further extres that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way exect tight hereinder to enforce the same, our shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any susting treats of any such given long as a waiver of the provision little.

## ROOK 25 PX RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS: STATE OF WASHINGTON COUNTY OF KING ON THIS DAY PERSONALLY APPEARED BEFORE HE DONOL HEDLUND AND MARISE HEDLUND, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INPIPUUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING A AND AND STREET AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FROM AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONEO. GETAR WHOER MY HAND AND OFFICIAL Max, 1975 TOP THE STATE TARY ž N AND PUBLIC OP WASHINGTON RESIDING AT ratura fiction d INDEXED: 08 STATE OF (NORROW) to RECORDED COMPARES MARK BOOK STATE OF OREGON.

County of MULTNOMAH

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Formcoally appeared the above named Chiffond
ORTH AND DOLON - ORTH

with for himself and not one for the other, did say that his horses is the

COUNTY AS MORE PARTICULARLY DESCRIBED IN DEED DATED APR L 7, 1972 RECORDED AT PAGE 453 OF BOOK 64 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON:

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The Wortheast Charter of Section 28, Township 2 North, Range, East of the Willamette Meridian; EXCEPT the East half t the Mortheast quarter of the Northeast quarter of the aid Section 28;

That portion of the Northwest quarter of Section 28, Township 2 Morth, Range 5 East of the Willamstte Meridian, described as follows: Beginning at a point 15 rods South of the quarter corner on the North line of the said Scation 28; thence in a Southwesterly direction to a point 15 rods North of the quarter corner on the West line of the said Section 28, thence South 15 rods to the quarter corner aforesaid; thence Easterly along the quarter section line to the center of the said Jection 29; thence Northerly plong the quarter section line to the point of beginning; EXCEPT those portions of the above described tracts of land which lie within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power lines.

except any portion of said tracts lying within the Public

CONDITI THE YEA PAYMENT OF THIS CONTRAC THE BUY YEAR 19 IN THE MUTUAL MUTUAL

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CONDITIONS: NO PRINCIPAL PAYMENTS DURING 1973. INTEREST PAYMENT FOR THE YEAR 1973 TO BE PAID ON DECEMBENT, 1973. THEREAFTER, SEMI-WHUAL PAYMENTS TO OCCUP, STARTING JUNE 1, 1974. THE ENTIRE PRINCIPAL BALANCE OF THIS CONTRACT MUST BE PAID WITHIN 9 YEARS OF THE DATE OF THIS CONTRACT. ALL FUTURE ENGINEERING COSTS FOR DEED RELEASES TO BE BORN BY THE BUYER. DEEDS MAY BE RELEASED TO THE BUYER AFTER THE CLOSE OF THE YEAR 1973 UPON ADDITIONAL PRINCIPAL PAYMENTS OF THOSE MENTIONED ABOVE DEEDS MAY BE RELEASED TO THE BUYER AFTER THE CLOSE OF THE IN THE AMOUNT OF \$750,00 PER ACRE. DEEDS TO BE RELEASED MUST BE OF MUTUAL AGREEMENT BETWEEN BUYER AND SELLER. NO CUTTING OF TREES EXCEPT BI MUTUAL CONSENT BETWEEN BUYER AND SELLER (WRITTEN).

BOOK 65 PAGE 278

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## RANSACTION EXCISE TAX

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for the sum of SIXTY-SEVEN. THOUSAND FIVE HUNDRED AND DID Dollars (\$67,500.00) (hereitafter called the purchase price), on account of which ELEVEN THOUSAND AND 00/100 Dollars (\$11,000.0) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to may the remainder of said purchase price (to-wite \$56,500.00) to the order of the seller in monthly payments of not less than FIVE THOUSAND AND 00/100 Dollars (\$5,000.00) each,

payable on the 1ST day of each month perception with the month of ECEMBER 1973, and continuing until said purchase price is fully paid. All of said purchase price may be raid at any time; all deterred balances of said purchase price shall bear interest at the rate of the percent per annum from MAX 19. 1973 ANNUAL until haid, interest to be paid WITH SENI PAYTHY I being included in the minimum MAXING PAYTHY PAYTHY I being included in the minimum maxing paythy rated between the parties hereto as of the date of this contract.

The buyer warrant to cold coverage with the self-with the self-money described in this contract is a (a) primarily for buyer's personal, lamily, bounded or agricultural purposes.

(B) for an organization or (even it buyer is a requiral prepare), is for business or commercial purposes other than agricultural purposes.

The buyer shall be emitted to pression I said lands on MAY.

The buyer shall be emitted to pression I said lands on MAY.

I shall be shall be shall be shall be somether. The buyer agrees that at all times he will keep the shallings on said premises, now or here in negation contains and remains on the contract. The buyer agrees that at all times he will keep the shallings on said premises, now or here in the contract of the con

not less than \$ in a company or companies satisfactory to the seller, with loss pay the first to the seller and then to the buyer as their respective interests may appear and all—licies of invarance to be delivered to the seller as soon as man. \* Now if the buyer shall fall to pay any such lieus, costs, water rents, torse, or charges or to procure and pay for such invarance, the seller may do so and any proment at made shall be added to and become a part of the debt sectured by this contract and shall hear interest of the rate alorested, without waiver, however, of any right arising to the seller for layer e breach of contract.

liens, water rous and public charges so assumed by the buyer and further excepting all tens and commons and restrictions and the faces, and it is understood and aftered between said parties right in it is of the exerce of this contract, and in case the buyer of his assignment with the same of the contract, and in case the buyer of his assignment where contains the seller at his option shall have the following rights: (1) to declare this contract mult and void, (2) to declare the whole unright principal but all purchase price with the interest therean of times due on any abustic and for (3) to lorselose this contract but in equity, and in any of suc all trights and interest created or then existing in layor of the buyer or adainst he seller therefore the adversed extending and the right present on the premises above described and all other rights acquired by the buyer hereinder shall uttesty cross and determine and the right or companion of the purchase of the property of the act of soid seller to be performed and without any right of the layer of relating recommendation by compensation for more account of the purchase of said property as aboutless, fully and prefetches the said seller without or property of the contract of the said seller without one properties up to the line of such default. And the said seller, in case of such default, which have the right immediately, or at any time there every the land of the right immediately, or at any time there or thereto belonging.

The buyer to the description of the said seller, the said seller in the said seller with all the improvements and eppare.

thereon or thereto belongings, that failure by the select of any time to require performance by the buyer luther agrees that failure by the select of any time to require performance by the buyer of any provision hereof shall be not way after the right hereunder to endicate the suites, nor shall any waiver by said select of any breach of any provision hereof be held to be a waiver of any succession become the provision the provision the provision that the provision

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; K either of the un-

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by its officers duly authorized thereunto by order of i	is board of directors.
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BUYER Lellenel Kink	* Dunal Hannill
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## RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS STATE OF WASHINGTON COUNTY OF KING ON THIS DAY PERSONALLY APPEARED BEFORE MIT DONOL HEBLUMD AND Marise Hedlund, husband and wife, to he known to be the indiable DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTAUMENT, AND ACRNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR PRES AND VOLUNTARY ACT IND DEED, FOR THE USES AND PURPOSES THEREIN HENTIONED, GLYSE UNDER MY HAND AND OPPICIAL BEAL THIS 18 DAY OF Max, 1978 We What Notary ### 37×7# PUBLIC OF WASHINGTON, draus ARSIDING AT TATE OF ORTOOR 8 o of choice PRECESSOR 03 0 DECEMBER OF 8 INCOME. Š. COLF-ARES do o tradition STATE OF OREGON, County of HULTWOHAH HAY 19 STATE OF OREGON, County of Personally appeared

STATE OF OREGON,

County of MULTNOHAH

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Personally appeared the above remost of bearing the state of t