

76134

THIS CONTRACT, Made this 18th day of MAY, 1973, between CLIFFORD ORTH AND DOLORES ORTH, HUSBAND AND WIFE AND DONALD HEDLUND AND MARISE HEDLUND, HUSBAND AND WIFE, hereinafter called the seller, and TEE W. KENT AND LAVONE J. KENT, HUSBAND AND WIFE, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein 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 SKAMANIA County, State of WASHINGTON, to-wit:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED REAL PROPERTY LYING NORTHWESTERLY OF A 60 FOOT RIGHT OF WAY CONVEYED TO SKAMANIA COUNTY AS MORE PARTICULARLY DESCRIBED IN DEED DATED APRIL 7, 1972 RECORDED AT PAGE 453 OF BOOK 64 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON:

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

That portion of the Northwest quarter of Section 28, 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 along 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 Roads.

Unnoted Copy

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No. TR 72

CONDITIONS: NO PRINCIPAL PAYMENTS DURING 1973. INTEREST PAYMENT FOR THE YEAR 1973 TO BE PAID ON DECEMBER 1, 1973. THEREAFTER, SEMI-ANNUAL PAYMENTS TO OCCUR 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 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 BY MUTUAL CONSENT BETWEEN BUYER AND SELLER (WRITTEN).

BOOK 65 PAGE 278

1939

NO. TRANSACTION EXCISE TAX

MAY 30 1973

Amount Paid 675.00

Price 675.00
Shamania County Treasurer
By Beverly J. Hedley, Dep

00/100

for the sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$67,500.00), (hereinafter called the purchase price), on account of which ELEVEN THOUSAND AND 00/100 Dollars (\$11,000.00) 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: \$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 hereafter beginning with the month of DECEMBER, 1973, 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 MAY 19, 1973 until paid, interest to be paid WITH SEMI-PAYMENTS (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 warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes, (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on MAY 19, 1973 and may retain such possession so long as he is not in default under the terms of this 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 waste or strip thereoff; that he will keep said premises free from mechanics and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such 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 \$ _____.

In a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests 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 fire, 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 seller agrees that at his expense and within 30 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, save and except the usual printed exceptions and the building and other restrictions and easements now of record. If 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 premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, pending or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assignor.

And it is understood and agreed between said parties that 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 30 days of the time limited hereof, 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/or (3) to terminate this contract by suit in equity, and in any of such cases, all rights and interest 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 and all other rights acquired by the buyer hereunder shall revert to and event in said seller without any act of tender, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of said property as aforesaid, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent 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 at 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 therein 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is 67,500.00.

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
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STATE OF WASHINGTON }
 COUNTY OF KING } SS

ON THIS DAY PERSONALLY APPEARED BEFORE ME DONOL HEDLUND AND MARISE HEDLUND, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.



UNDER MY HAND AND OFFICIAL SEAL THIS 18th DAY OF



John McKinley
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
 RESIDING AT *Tracy*

76134
CONTRACT
ISSUED IN A. 1961

BETWEEN
CLIFFORD ORTH ET AL
 AND
TED W. KENT ET AL
 Address **Ht. 3, Box 165**
OREGON CITY, OREGON 97045
 Dated _____, 19____
 Addition _____
 STATE OF OREGON.

County of *Washington*
 I certify that the within instrument was received for record on the 30 day of *May*, 1978, at *11 o'clock P.M.* and recorded in book *65* on page *277*.
 Record of Deeds of said County.
 Witness my hand and seal of my
 Com'y affixed.

By *John McKinley* Title _____
 Deputy *E. Mayfield*

AFTER RECORDING RETURN TO
CLIFFORD ORTH
233 S. W. FRONT AVE.
PORTLAND, OREGON 97204

INDEXED	FILED
RECORDED	INDEXED
COMPILED	

STATE OF OREGON,
 County of **MULTNOMAH**
 May 19 1978
 Personally appeared the above named **CLIFFORD ORTH AND DONOL & ORTH**

STATE OF OREGON, County of _____
 Personally appeared _____ and _____
 each for himself and not one for the other, did say that the former is the resident and that the latter is the

NORTHWESTERLY OF A 60 FOOT RIGHT OF WAY CONVEYED TO SKANANIA COUNTY AS MORE PARTICULARLY DESCRIBED IN DEED DATED APRIL 7, 1972 RECORDED AT PAGE 453 OF BOOK 64 OF DEEDS, RECORDS OF SKANANIA COUNTY, WASHINGTON:



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

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CONDITIONS: NO PRINCIPAL PAYMENTS DURING 1973. INTEREST PAYMENT FOR THE YEAR 1973 TO BE PAID ON DECEMBER 1, 1973. THEREAFTER, SEMI-ANNUAL PAYMENTS TO OCCUR 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 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 BY MUTUAL CONSENT BETWEEN BUYER AND SELLER (WRITTEN).

BOOK 65 PAGE 278

1939

TRANSACTION EXCISE TAX

MAY 30 1973

Amount Paid \$175.00
Price and Discount
 Skamania County Treasurer
Bozeman, Oregon

00/100

for the sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED AND Dollars (\$67,500.00), (hereinafter called the purchase price), on account of which ELEVEN THOUSAND AND 00/100 Dollars (\$11,000.00) 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: \$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 hereafter beginning with the month of DECEMBER, 1973, 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 MAY 19, 1973 until paid, interest to be paid WITH SEMI-ANNUAL PAYMENTS 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 warrants to and covenants with the seller that the real property described in this contract is (a) primarily for buyer's personal, family, domestic or agricultural purposes, (b) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes. The buyer shall be entitled to possession of said lands on MAY 19, 1973, and may retain such possession so long as he is not in default under the terms of this 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 waste or strip thereon that will keep said premises free from mechanics' and all other liens and save the seller harmless therefrom upon reimbursement for all costs and attorney's fees incurred by him in defending against any such lien; that he will not use the premises 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 payable; 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 \$ _____ 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 policies of insurance to be delivered to the seller as soon as issued. Now if the buyer shall fail to pay any such fire, 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 seller agrees that at his expense and within 30 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, save and except the usual printed exceptions and the building and other restrictions and easements now or hereof, if any. Seller also agrees that when said purchase price is fully paid and upon execution of this agreement, he will deliver a good and sufficient deed conveying said premises to the buyer, free and clear of all encumbrances as of the date hereof and free and clear of all encumbrances since said date, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that the 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 the time limited hereof, 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 of once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer or against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and rest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reconveyance or compensation for moneys paid on account of the purchase of said property as aforesaid, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments herebefore made on this contract are to be retained by and belong to said seller as the agreed and reasonable cost 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 at any time thereafter, to return 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$67,500.00.
 In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the 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 containing this contract, it is understood that the seller or the buyer may be more than one person; that if the contract so requires, the singular pronoun 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 hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

BUYER Ed W. Kent
 BUYER Sally Kent

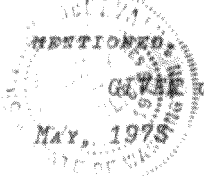
IMPORTANT NOTICE: Date, by filing suit, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, on such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures for this purpose, use Stevens-Hess Form No. 1208 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Hess Form No. 1207 or similar.

RECEIVED PAYMENTS ON WITHIN CONTRACT, AS FOLLOWS

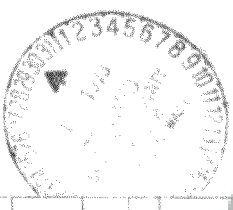
DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE
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STATE OF WASHINGTON }
 COUNTY OF KING } SS

ON THIS DAY PERSONALLY APPEARED BEFORE ME DONOL HEDLUND AND MARISE HEDLUND, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN



UNDER MY HAND AND OFFICIAL SEAL THIS 18th DAY OF



Shirley McReave
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
 RESIDING AT *Seattle*

70134
CONTRACT
 (FORM NO. 706)

CLIFFORD ORTH ET AL
 Address AND
 TED W. KENT ET AL
 Address Box 153
 Oregon City, Oregon 97045
 Dated 19
 Lot Block
 Addition
 STATE OF OREGON

County of *Washington*) ss.
 I certify that the within instrument was received for record on the day of *May*, 19*73*, at *11 o'clock P.M.* and recorded in book *65* on page *277*.
 Record of Deeds of said County.
 Witness my hand and seal of County aforesaid

Shirley McReave
 Title
 By *E. McReave*
 Deposited
 AFTER RECORDING RETURN

CLIFFORD ORTH
 233 S. W. FRONT AVE.
 PORTLAND, OREGON 97204

SEARCHED	INDEXED
RECORDED	FILED
MAY 19 1973	

STATE OF OREGON, }
 County of *MULTNOMAH* }
 MAY 19 1973
 Personally appeared the above named *CLIFFORD ORTH AND DOLORES ORTH*

STATE OF OREGON, County of _____) ss.
 Personally appeared _____)
 and _____)
 who, being duly sworn, said for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and acknowledged the foregoing instrument to be **THEIR** free and voluntary act and deed.
 Before me
Edith M. Whitte
 Notary Public for Oregon
 My commission expires *8-7-77*

_____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in full of said corporation by authority of its board of directors, and each of them solemnly said said instrument to be its voluntary act and deed.
 Before me
 Notary Public for Oregon
 My commission expires _____

(OFFICIAL SEAL)

(OFFICIAL SEAL)