

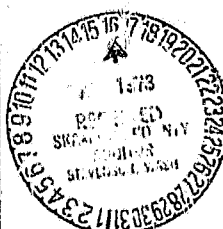
6487

FORM NO. 57 - CONTRACT - REAL ESTATE - Article 1, Revised

BOOK 65 PAGE 603

THIS CONTRACT, Made the 15th day of August, 1973, between
 Bernard E. Toumey and Minnie A. Toumey, husband and wife,
 of the County of Multnomah and State of Oregon, hereinafter called
 the first party, and Matt P. Masco and Kathleen E. Masco, husband and wife,
 of the County of Clark and State of Washington, hereinafter called the second party,
 WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
 as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-
 ing described real estate, situate in the County of Skamania, State of Washington, to-wit:

Lot 5, River Glen, on the Washougal;



2084

No. TRANSACTION EXCISE TAX

AUG 16 1973

Amount Paid 2084
 Skamania County Treasurer
 By Ray S. H. H. H. H.

for the sum of FOUR THOUSAND AND NO/100----- Dollars (\$ 4000.00)
 on account of which ONE THOUSAND AND 00/100----- Dollars (\$ 1000.00)
 is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-
 mainder to be paid to the order of the first party with interest at the rate of 7- per cent per annum from
 September 5, 1973, on the dates and in amounts as follows:

Sixty Dollars per month the first payment to be made September 5, 1973, and a like
 payment on the 5th day of each month thereafter until fully paid, payment includes
 interest.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in
 consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments here-
 after lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep
 all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended
 coverage) in an amount not less than

Dollars in a company or com-
 panies satisfactory to first party, and will have all policies of insurance on said property made payable to the first party as first party's
 interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described
 premises.

In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times
 above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true
 intent and tenor thereof, then the first party shall deliver unto the order of the second party, upon the surrender of this agreement,
 either an Abstract showing marketable title or a Title Insurance Policy insuring title as of this or subsequent date and a good and
 sufficient deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, excepting, however, the above
 mentioned taxes and assessments.

and all liens and encumbrances created by the second party, or second party's assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and
 at the times above specified, or fail to keep any of the other terms or conditions of this agreement, (time of payment and strict per-
 formance being declared to be of the essence of this agreement) then the first party 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 foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then
 existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall
 revert and reversion to the first party without any deduction of forfeiture or act of re-entry, or without any other act by first party to be
 performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as abso-
 lutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party 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.

The second party further agrees that failure by the first party at any time to require performance by the second party of any
 provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party 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 WITNESS WHEREOF, The said parties have herein to set their hands in duplicate this day and
 year first above written.

Bernard E. Toumey (SEAL)
Minnie A. Toumey (SEAL)
Matt P. Masco (SEAL)
Kathleen E. Masco (SEAL)

For attestation, acknowledgment, see reverse

[illegible]

CONTRACT

FORM No. 471

TEVEHIS-NEWS LAW PUB. CO., PUBLISHED, CHICAGO, ILL.

BETWEEN

BETWEEN
BERNARD E. TUOMEY et al.

Address _____

MATT S. MASCO et al.

Address

Paired

Q

Block

Addition

WASHINGTON
STATE OF OREGON.

Skanska

I certify that the within instrument was received for record on the 16 day of July, 1973, at 11 o'clock A.M., and recorded in book 65 on page 623-4.

Record of Deeds of said County.

to less pure busy and selfish

County affixed.

County Clerk--Recorder.

34
D. K. K. K.

Deputy:

AFTER RECORDING RETURN TO

Dr. J. A. ...

7 Matt S. Masco

E. 401 W. 33rd Av

09380 Receiver. Wash 09660

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STATE OF OREGON.

County of McKENZIE

County of San Francisco State of California On this 15 day of August, 1973, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Matt S. Kinca, Patricia E. Mann, Barbara Tenney, and
Maureen Tenney
known to me to be the identical individual(s) 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 special seal the day and year last above written.

Notary Public for Oregon

Commission Expires My Commission Expires Jan. 26, 1977.