

THIS AGREEMENT, Made and entered into this 9 day of July, 1974, by and between EDWARD W. DONNALLY and ANN de JARNETTE DONNALLY, husband and wife, hereinafter called the vendors, and APOCALYPTION RECONSTRUCTION FOUNDATION, INC., an Oregon corporation, hereinafter called the purchaser,

W I T N E S S E T H :

That for and in consideration of the mutual terms, covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

I.

The vendors agree to sell and the purchaser agrees to buy the following described real property situated in the County of Skamania, State of Washington, to-wit:

The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 3 North, Range 9 E.W.M., and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 3 North, Range 9 E.W.M., consisting of 80 acres, more or less,

EXCEPTING therefrom, the following described parcel of land conveyed by Quit Claim Deed to Thurlio Harris, Orville Harris and Harley Harris, on the 11th day of June, 1971, to-wit: Beginning at the NW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 3 North, Range 9 E.W.M., thence East along said North line of the said SE $\frac{1}{4}$ of said SW $\frac{1}{4}$ 208 feet; thence South 208 ft.; thence West 208 feet; thence North along the West line of the said SE $\frac{1}{4}$ of the said SW $\frac{1}{4}$ to the point of beginning, containing one acre, more or less,

AND TOGETHER with an easement 30 ft. in width in, over, upon and across the above described one acre tract of land, more particularly described as follows: Beginning at the NW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 3 North, Range 9 E.W.M., thence East along said North line of the said SE $\frac{1}{4}$ of said SW $\frac{1}{4}$ 30 feet; thence South 208 feet; thence West along the southerly line of said tract, 30 feet; thence northerly along the West line 208 feet to the point of beginning;

ALSO all existing water rights

for the agreed price of Fifty Thousand (\$50,000.00) Dollars and interest at eight percent (8%) per annum on the unpaid balance.

II.

Purchaser covenants and agrees: That it will pay said sum of Fifty Thousand (\$50,000.00) Dollars and interest in the following manner:

Five Hundred (\$500.00) Dollars previously paid as earnest money;

Four Thousand Five Hundred (\$4,500.00) Dollars upon the execution of this contract, receipt of which is hereby acknowledged; and the balance of

Forty-five Thousand (\$45,000.00) Dollars and interest as aforesaid from ~~June 7, 1974~~, in quarterly installments of One Thousand One Hundred Thirty (\$1,130.00) Dollars, including interest, the first installment to be made three (3) months from the date of this contract and a like installment on the same day of each quarter thereafter, until the whole of said principal and interest as aforesaid has been paid in full.

ED
DATE OF
CLOSING
18

Each quarterly payment as aforesaid shall be applied first to the payment of interest due to date of payment and the balance on principal, and purchaser may accelerate principal payments on any installment date; that it will make the payments herein provided promptly as they become due.

III.

One triplicate copy of this contract, together with a warranty deed from the vendors to the purchaser conveying a marketable fee title to said above described real property, clear of liens and encumbrances shall be placed in escrow in the Citizens Bank of Corvallis, Corvallis, Oregon. Said bank is authorized and directed to collect the payments due from the purchaser hereunder and pay the same to the vendors. Said bank is further authorized and directed to deliver said deed to the purchaser upon full payment of the balance of said purchase price and interest as aforesaid and full performance by the purchaser of all the requirements of this contract on its part to be performed.

IV.

Vendors further covenant and agree: That they will forthwith deliver to the purchaser a policy of title insurance written by a company qualified to write title insurance in Washington, insuring the purchaser against defects in vendors' title in the amount of the purchase price hereunder, showing a marketable fee title vested in vendors subject only to the usual printed exceptions contained in such policies.

V.

Purchaser further covenants and agrees: That it will, so long as any part of the principal or interest of said consideration money remains unpaid, well and faithfully in due season each and every year pay or cause to be paid all taxes and assessments, ordinary and extraordinary, that may for any purpose whatever hereafter be levied or assessed on said property; that it will not commit, or suffer any other person to commit, any waste or damage to said premises; that it will not demolish or raze any structures on said premises without the consent of the vendors first had and obtained in writing; that it will notify vendors prior to the making of any improvements on said premises; that it will keep the buildings of said premises insured against loss by fire in the amount of One Thousand (\$1,000.00) Dollars, with a loss payable clause in favor of the vendors hereunder.

VI.

Purchaser certifies: That this contract of purchase is accepted and executed on the basis of its examination and personal knowledge of the premises and personal property and opinion of the value thereof; that no attempt has been made to influence its judgment; that no representations as to the condition or repair of said premises have been made by the vendors or by any agent of the vendors; that no agreement or promise to alter, repair or improve said premises has been made by the vendors or any agent of the vendors, and the purchaser takes said premises and personal property in the condition existing at the time of this contract.

VII.

It is further mutually understood and agreed by and between the parties hereto:

That time is of the essence of this contract;

That purchaser shall have possession of said premises on June 7, 1974, and shall retain possession thereof as long as it

shall fulfill and perform all agreements on its part herein mentioned to be fulfilled and performed, and no longer. Taxes and insurance shall be pro-rated as of ~~June 1, 1977~~; ~~Closing Date~~ 11/1/77

That in the event suit or action is instituted to foreclose this contract or enforce any of the provisions hereof, or an appeal is taken from any judgment or decree in such suit or action, then the prevailing party in such suit, action or appeal may recover such sum as the court may adjudge reasonable as attorneys' fees for the prevailing party in such suit, action or appeal;

That in the event the purchaser shall fail to make the payments hereinbefore provided punctually and within ten (10) days of the time limited therefor, or shall fail to keep any agreement herein contained on its part to be kept and performed, without correction of said failure for a period of thirty (30) days after notice thereof from the vendors, then the vendors may at their option declare the whole balance remaining unpaid under this contract to be immediately due and payable, and thereupon the whole of said balance shall be due and payable, or the vendors may at their option declare this contract null and void, and in that event all rights and interests then existing in favor of the purchaser as against the vendors hereunder, and all rights of the purchaser in said property and under this contract and to any payments theretofore made hereunder and hereon shall utterly cease and terminate, and the right to possession of said property and all other rights acquired by the purchaser hereunder shall revert to and revest in the vendors without any act of re-entry or any other act of the said vendors to be performed, and without any right of the purchaser of return, reclamation or compensation for moneys paid or received under or upon this contract, as absolutely, fully and perfectly as if this contract and such payments had never been made, and in such event

all payments theretofore made on this contract to the vendors are to be retained by and belong to the vendors as the agreed reasonable rent of said premises up to the time of such default, and that under no circumstances whatsoever shall the purchaser be entitled to recover any sum of money whatsoever paid hereunder or on account hereof, and the said vendors shall, in case of forfeiture, have the right immediately, and at any time thereafter, to enter into and upon the premises aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon and thereto belonging, without prejudice to the rights of the vendors for preceding or other breach of covenants;

That no waiver by the vendors of any breach of any provision hereof by the purchaser, or any forbearance by the vendors hereunder, shall under any circumstances constitute or be deemed to be any waiver of any subsequent breach by the purchaser of the same or any other provision or requirement hereof.

VIII.

This contract is hereby declared to be binding on the heirs, representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate the day and year first above written.

No. 2664
TRANSACTION EXCISE TAX

JUL 11 1974

Amount Paid \$500.00
Michael G. Damm
Shamano County Treasurer

By

Edward W. Damm

Ann d'Amante Damm
Vendors

APOCALYPTION RECONSTRUCTION FOUNDATION,
INC., an Oregon corporation

By Henry H. Gatto
President
Purchaser

STATE OF OREGON)
County of Benton) ss.

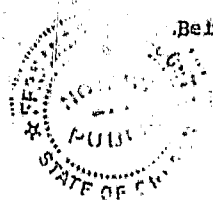
July 21st, 1974

Personally appeared the above named EDWARD W. DONNALLY and ANN de JARNETTE DONNALLY, husband and wife and acknowledged the foregoing instrument to be their voluntary act.

Before me:

Terrence P. Hennessey
Notary Public for Oregon

My Commission expires May 16, 1976



Unofficial Copy

TION,

STATE OF OREGON,

County of *Clatsop*

89.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NEBE LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this *7th* day of *Sept*, 19*74*,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named *James H. Gatten*
known to me to be the identical individual..... described in and who executed the within instrument and
acknowledged to me that..... 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.

Charles L. Smith
Notary Public for Oregon.

My Commission expires *June 30, 1974*