

80730

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 20th day of June, 1975, between

WILLAMETTE LAND, INC., an Oregon corporation, hereinafter called the "seller" and
 MICHAEL C. DORAN, a single man, and CAMERON A. BLAGG, JR. and MERNA J. BLAGG, husband and wife, hereinafter called the "purchaser."

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

A tract of land located in the Northeast Quarter (NE $\frac{1}{4}$) of Section 29, Township 3 North, Range 5 E. W. M., described as follows:

Beginning at a point in the center of a traveled road, which point is 5,331.41 feet south 76° 03' 48" east of the northwest corner of said Section 29; thence along the center of said roadway south 1° 29' 55" east 25 feet, south 59° 30' 25" west 182.21 feet, south 26° 15' 45" west 400.89 feet, south 47° 25' 45" west 194.07 feet and south 05° 32' 34" east 25.09 feet; thence west 1,842.74 feet; thence north 633.22 feet; thence east 2,316.98 feet to the point of beginning; said tract containing 30 acres, more or less;

~~Known to Grantor and Grantee, to-wit:~~

RESERVING the easterly 30 feet of even width of the above described parcel for road and utility purposes;

SUBJECT TO easements of record.

On the following terms and conditions: The purchase price is TEN THOUSAND FIVE HUNDRED and 10/100 - - - - - (\$ 10,500.00) dollars, of which TWO THOUSAND FOUR HUNDRED and 00/100 - - - - - (\$ 2,400.00) dollars has been paid; the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Eight Thousand One Hundred and 00/100 (\$8,100.00) Dollars in monthly installments of One Hundred and 00/100 (\$100.00) Dollars, or more, commencing on the first day of August, 1975, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of nine percent (9%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest, then due.

Seller reserves a permanent easement and right of way 60 feet in width for road purposes and utilities across the westerly portion of the said premises.

The purchaser may enter into possession June 20, 1975.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a warranty; deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the down payment in full.

insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time in of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

3478

No.
TRANSACTION EXCISE TAX

AUG 21 1975

Amount Paid 1.05

By Timothy N. Sapp
Skamania County Treasurer

By J. E. Sapp

WILLAMETTE LAND, INC.

(Seal)

By Timothy N. Sapp President (Seal)By J. E. Sapp Secretary (Seal)By William C. Johnson (Seal)By Michael C. Johnson

STATE OF WASHINGTON }
County of Skamania } ss.

On this 20th day of June, 1975, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TIMOTHY N. SAPP and J. E. SAPP to me known to be the President and Secretary, respectively, of WILLAMETTE LAND, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

STATE OF WASHINGTON,

County of

ss.

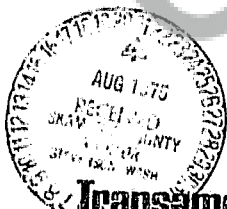
On this day personally appeared before me Notary Public in and for the State of Washington, residing at Stevenson, Washington,

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____

Notary Public in and for the State of Washington,
residing at _____

80730



Transamerica Title Insurance Co

A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	✓
INDEXED: DIR.	✓
INDIRECT	✓
RECORDED	✓
COMPARED	✓
MAILED	✓

THIS SPACE RESERVED FOR RECORDING	
THESE INSTRUMENTS ARE THE WITHIN	
INSTRUMENTS WHICH HAVE BEEN FILED BY	
OF _____	
AT _____	
WAS RECORDED IN BOOK _____	
OF _____ AT PAGE _____	
RECORDS OF SKAMANIA COUNTY, WASH.	
COUNTY AUDITOR	