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81638

CONTRACT - REAL ESTATE

THIS CONTRACT, made this 9th day of JANUARY 1976, between LYNN EATLER, JR., THOMAS HABLER and RAYMOND A. TORN, JR., dba WESTERN INTERNATIONAL INVESTORS & DEVELOPMENT CO., and their respective wives if married by the time of acquiring title, by deed dated August 1, 1971, hereinafter called the seller, and W. N. DOWNER and JUDITH A. DOWNER, husband and wife, hereinafter called the buyer, 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:

The Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 28, Township 2 North, Range 6 East, W.M., Skamania County, Washington.

SUBJECT TO: Easements and rights of way for County Road No. 1011 designated as the Duncan Creek Road.



No. 3793
TRANSACTION EXCISE TAX

JAN 19 1976
Amount Paid \$16,000.00
By [Signature]
Skamania County Treasurer

for the sum of SIXTEEN THOUSAND AND NO/100 Dollars (\$16,000.00) (hereinafter called the purchase price), on account of which TWO THOUSAND AND NO/100 Dollars (\$2,000.00) 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: \$14,000.00) to the order of the seller in monthly payments of not less than ONE HUNDRED SIXTY-NINE AND 86/100 Dollars (\$169.86) each, including principal and interest.

payable on the 25th day of each month hereafter beginning with the month of February, 1976, 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 6% per cent per annum from date hereof until paid, interest to be paid monthly and being included in the minimum monthly 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 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.

The buyer shall be entitled to possession of said lands on upon closing 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 alien thereof; that he will keep said premises free from mechanic's 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 hereon levied against said property, as well as all water, rent, public charges and municipal liens which hereafter lawfully may be levied upon said premises, all promptly before the same or any part thereof become past due; that if 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 \$16,000.00.

The seller agrees that at his expense and within 10 days from the date hereof, he will furnish unto buyer a title insurance policy in writing (in an amount equal to the purchase price) insuring title in and to said premises in the seller or subsequent to the date of this agreement save and except the usual printed exceptions and the building and other restrictions and encumbrances 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 all encumbrances, promises in fee simple unto the buyer, his heirs and assigns, permitted or arising by, through or under seller, excepting, however, the said restrictions and encumbrances created by the buyer or his assigns, water rents and public charges to be assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

IMPORTANT NOTICE: Delays, by law, of whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, at 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-Nease Form No. 1326 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Nease Form No. 1327 or similar.

WESTERN INTERNATIONAL INVESTORS & DEVELOPMENT, INC., P. O. Box 11204
Portland, Oregon 97211
SELLER'S NAME AND ADDRESS

W. N. DOWNER and JUDITH A. DOWNER
744 N. E. 197th Avenue
Portland, Oregon
BUYER'S NAME AND ADDRESS

After recording return to:

NAME, ADDRESS, ZIP
J. A. DOWNER and JUDITH A. DOWNER
NAME, ADDRESS, ZIP

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STATE OF OREGON,
County of Skamania

I certify that the within instrument was received for record on the 19 day of Jan, 1976, at 11:58 o'clock A.M. and recorded in book 70 on page 316 or as file/roll number 3456789.
Record of Deeds of said county.

Witness my hand and seal of County aforesaid.

[Signature]
Recording Officer
By [Signature] Deputy

In case suit or action is instituted to enforce this contract or to enforce any of the provisions thereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and to pay attorney's fees in any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as said attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may, at any time and from time to time, make such changes as the parties may agree upon in writing. Any such changes shall be taken up and made in the plan, the agreement, the invoice and the receipt, and the entirety of all such changes shall be made, assumed and implied. It is further understood that the provisions hereof apply equally to corporations and to individuals.

SEAL