

THIS CONTRACT, Made this 11<sup>th</sup> day of February, 1976, betweenALLEN C. PARK

hereinafter called the seller, and

HENRY L. BURNS and ELAINE E. BURNS, husband and wife

hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the seller, the following described real estate, situate in the County of Skamania State of ~~Washington~~ Washington, to-wit:

Government Lot 1 of Section 32, Township 3 North, Range 8 E. W. M., EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed dated June 17, 1929, and recorded June 29, 1929, at page 209 of Book W of Deeds, Records of Skamania County, Washington; AND EXCEPT the following described tract: Beginning at a point 20 chains east of the northwest corner of the said Section 32; thence east 8 chains 50 links; thence south to the meander line of the Columbia River; thence westerly following the meander line of the Columbia River to a point directly south of the point of beginning; thence north to the point of beginning; AND EXCEPT right of way of the Spokane, Portland & Seattle Railway Company. \*\*\*

Together with the following described personal property: heating stove, electric cook stove, and refrigerator.

The premises are now subject to the following:

1. A flowage easement to the United States of America by deed dated December 2, 1936, and recorded February 13, 1937, at page 179 of Book Z of Deeds, under Auditor's File No. 23702, Records of Skamania County, Washington.
2. A flowage easement dated May 16, 1973, granted to the United States of America, recorded June 7, 1973, at page 337 of Book 63 of Deeds, under Auditor's File No. 76194, Records of Skamania County, Washington.

Contemporaneously herewith, the seller has executed a good and sufficient deed in the usual form conveying the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof, and the deed has been placed with an escrow agent or other person agreeable to the parties, with instructions to deliver the deed to the order of the buyer, his heirs and assigns, upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement.

\*\*\*TOGETHER WITH an easement and right of way for a private access road 40 feet in width over and across the SW 1/4 of the SW 1/4 of Sec. 29, Township 3 North, Range 8, E. W. M., connecting with the existing county road.  
for the sum of \$ 18,000.00 (hereinafter called the purchase price) on account of which \$ 13,500.00 is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

The remainder of \$4,500.00 payable in monthly installments of not less than \$100.00 each, payable on the 15th day of each month hereafter beginning with the month of March, 1976, and continuing until the purchase price is fully paid.

The buyer shall pay the real property taxes when due and shall provide seller with the receipted tax statement after the taxes are paid.

3841

TRANSACTION EXCISE TAX

FEB 13 1976

Amount Paid \$13,500.00For Henry L. Burns

Skamania County Treasurer

By Allen C. Park

All of the purchase price may be paid at any time; all deferred balances of the purchase price shall bear interest at the rate of nine per cent per annum from February 14, 1976 until paid, interest to be paid monthly and being included in the minimum regular payments above required unless otherwise specified. Taxes on the premises for the current tax year shall be prorated between the parties hereto as of the date of this contract. The buyer shall be entitled to possession of the lands on February 14, 1976 and may retain possession as long as he is not in default under the terms of this contract.

The buyer agrees that at all times he will keep the bookkeeping on the premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or neglect thereof, that he will keep the premises free from mortgages and all other liens and encumbrances that he will pay all taxes hereafter levied against the property, as well as all water, sewer, public charges and assessments that at buyer's expense, he will secure and keep insured against fire, lightning, theft, and other perils, and will maintain a policy of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such taxes, assessments, water rents, 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.

The seller agrees that at his expense and within 20 days from the date of possession, he will furnish unto buyer a title insurance policy covering the premises to the purchase price marked thereon to be paid to the title insurance company by the buyer on or before the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements of record, if any. Seller also agrees that when the purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying the 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 this date placed, permitted or arising by, through or under seller, excepting, however, the easements and restrictions of record existing in favor of the buyer or his assigns.

And it is made, done and agreed between the 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 ten days of the time limited (thereof), or fail to keep up payment 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 the 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 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 be retained by the seller without any act of re-entry, or any other act of the seller to be performed and without any right of the buyer of return, reclamation or compensation for money paid on account of the purchase of the property as absolutely, 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 the seller as the agreed and reasonable rent of the premises up to the time of such default. And the 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 the 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.

In case of suit or action to enforce this contract or to enforce any of the provisions hereof, the buyer agrees to pay to the seller as the trial court may adjudge reasonable an attorney's fees to be allowed plaintiff in such 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 of the appeal. The court, upon motion of the plaintiff and foreclosure proceedings are pending, to collect the rents and profits therefrom and (after deducting the receiver's proper charges and expenses) supply the same to the unpaid balance of this contract or otherwise, as the court may direct. Further, in the event of default in any payment hereunder or breach of any provision hereof, whether or not suit or action is instituted, the buyer promises to pay all costs of collecting such delinquent payment or enforcing this contract, including all of seller's attorney's fees.

In construing 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 persons shall be taken to mean and include the plural, the masculine, the feminine 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is the purchase price. IN WITNESS WHEREOF, the parties have executed this instrument in duplicate.

Allen C. Park

Henry L. Burns



STATE OF OREGON,

County of Multnomah

Personally appeared the above named

Allen C. Park

and acknowledged the foregoing instrument to be his, her or their voluntary act and deed.

Before me:

(OFFICIAL SEAL) Notary Public for Oregon  
My commission expires: 4-21-76

STATE OF OREGON,

County of Multnomah

Personally appeared the above named

Henry L. Burns and Elaine E. Burns

and acknowledged the foregoing instrument to be his, her or their voluntary act and deed.

Before me:

(OFFICIAL SEAL) Notary Public for Oregon  
My commission expires: 4-21-76

ALLEN C. PARK

SELLER'S NAME AND ADDRESS

HENRY L. BURNS, et ux

BUYER'S NAME AND ADDRESS

After recording return to:  
Henry Burns  
6633 NE Sech  
Portland, Ore. 97213

NAME, ADDRESS, ZIP

Send all change in or if all the above is to be sent to the following address:

Same as above

NAME, ADDRESS, ZIP

81733

STATE OF OREGON,

County of Multnomah

I certify that the within instrument was received for record on the 13 day of Feb., 1976, at 10:00 o'clock A.M., and recorded in book 70 on page 462 or as file/reel number 81733. Record of Deeds of said county.

Witness my hand and seal of County aforesaid.

By *[Signature]* Recording Officer  
By *[Signature]* Deputy