

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15 day of October, 1976

between Virginia L. Haines and Ivan Haines, husband and wife

hereinafter called the "Seller," and

William G. Blair and Barbara J. Blair, holding by tenancy by entirety

hereinafter called the "Purchaser,"

WITNESSETH: That the Seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington: A parcel of land in Skamania County, Washington, more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of Section 6, Township 1 North, Range 6 East, Willamette Meridian, thence North along the West line of said Section 6, 660 feet more or less to the North line of the South 1/2 of the South 1/2 of said Northwest Quarter, thence East along said North line 660 feet more or less to a point on the East line of the West 1/2 of the West 1/2 of said Northwest Quarter, thence South along said East line 660 feet more or less to the South line of the Northwest Quarter, thence West along said South line 660 feet more or less to the point of beginning, containing 10 acres more or less. Except parcel sold out of the above mentioned property, sold to James Edward Flurin, Albert D. and Andrea J. Elkins, and Michael L. and Jean A. Gardner-husband and wife.

forty-five hundred dollars and no cents \$4500.00) Dollars, of which
No dollars and no cents have been paid \$0.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: thirty-one dollars and twenty-nine cents \$31.29) Dollars,

or more at purchaser's option, on or before the 15 day of October) Dollars,

and thirty-one dollars and twenty-nine cents \$31.29) Dollars,

or more at purchaser's option, on or before the 15 day of each succeeding month until the balance of said

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price

at the rate of 8 per cent per annum from the 15 day of October, 1976,

which interest shall be deducted from each installment payment and the balance to each payment applied in reduction of principal.

All payments to be made hereunder shall be made at 4612 S.E. 27th Ave., Portland, Oregon 97206

or at such other place as the seller may direct in writing. Virginia L. & Ivan Haines



As referred to in this contract, "date of closing" shall be the date of recording of this contract.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvement damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of this insurance in standard form, or a commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

Beginning at the Southwest corner of the NW 1/4 of Section 6, Township 1 North, Range 6 East of the W.M., thence North along the West line of said Section 6, 660 feet, more or less, to the North line of the South 1/2 of the South 1/2 of said NW 1/4, thence

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BOOK 77

PAGE 176

(6) If seller's title to said real estate is included in an existing contract or contracts under which seller is performing 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, in 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 due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof heretofor taken by public use, free of encumbrances except such as are attached after date of closing, through any person other than the seller, and subject to the following:

No exceptions-except those mentioned in title report

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on the day of closing, and to retain possession so long as purchaser is not in default hereunder. The purchaser agrees to keep the buildings and other improvements on said real estate in good repair and not to permit waste, and not to use or permit the use of the real estate for any illegal purposes. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electric, gas, telephone and other utilities furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amount so paid by the seller together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable to purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that if the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder, the seller may elect to declare the purchaser's rights hereunder to be null and void, and in the event the seller hereunder so elects, the seller and all improvements placed upon the real estate shall be sold, and the proceeds of such sale shall be applied to the purchase price and interest due the seller, and the balance of the proceeds shall be paid to the purchaser. The seller shall be entitled to a lien on the real estate for the purchase price and interest due the seller, and the seller shall be entitled to a lien on the real estate for the purchase price and interest due the seller.

(11) Upon seller's election to bring suit to enforce any condition or agreement hereunder, or to declare the purchaser's rights hereunder to be null and void, the purchaser shall be liable to the seller for the reasonable cost of such suit, and for the reasonable expenses of the seller in connection with such suit, and for the reasonable cost of searching records to determine the condition of title to the real estate at the time such suit is commenced, which shall be added in any judgment or decree entered in such suit.

If the seller shall bring suit to enforce any condition or agreement hereunder, or to declare the purchaser's rights hereunder to be null and void, the purchaser shall be liable to the seller for the reasonable cost of such suit, and for the reasonable expenses of the seller in connection with such suit, and for the reasonable cost of searching records to determine the condition of title to the real estate at the time such suit is commenced, which shall be added in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first written above.

STATE OF OREGON
COUNTY OF MULTNOMAH

County of Multnomah

On this day personally appeared before me Willis A. Blair and Barbara J. Blair and Ivan I. Blair who are known to be the persons whose names are subscribed in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein contained.

GIVEN under my hand and official seal this 20th day of April, 1976

John H. Hendrick
Notary Public in and for the State of Oregon

Residing at Portland, Oregon
My commission expires 11/5/79

Transamerica Title Insurance Co.

A Service of
Transamerica Corporation

Filed for Record at Request of

Name Willis A. Blair

Address 5015 N. E. Hwy

City and State Portland, Or. 97216

REGISTERED
INDEXED
FILED
RECORDED
COMPARED
MAILED

STATE OF OREGON
COUNTY OF MULTNOMAH

HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Willis A. Blair OF Portland, Or. AT 1:30 P.M. ON APRIL 20, 1976 WAS MAILED IN BOOK 77 OF 176 RECORDS OF MULTNOMAH COUNTY, OREGON

A parcel of land in Seamania County, Washington, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of Section 6, Township 1 North, Range 6 East, Willamette Meridian; thence North along the West line of said Section 6, 660 feet more or less to the North line of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said Northwest Quarter, thence East along said North line 660 feet more or less to a point on the East line of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of said Northwest Quarter, thence South along said East line 660 feet more or less to the South line of the Northwest Quarter, thence West along said South line 660 feet more or less to the point of beginning, containing 10 acres more or less. Except parcel sold out of the above mentioned property, sold to James Edward Fillin, Albert D. and Andrea J. Elkins, and Michael L. and Joan A. Gardner-husband and wife.

The terms and conditions of this contract are as follows: The purchase price is forty-five hundred dollars and no cents***** 4500.00) Dollars, of which \$0.00) Dollars have been paid***** 00.00

For the balance of said purchase price shall be paid as follows: thirty-one dollars and twenty-nine cents***** 31.29) Dollars

on or before the 15 day of October, 1976,

and thirty-one dollars and twenty-nine cents***** 31.29) Dollars

on or before the 15 day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price

at the rate of 8 percent per annum from the 15 day of October, 1976,

which interest shall be deducted from each installment payment and the balance of each payment shall be reduction of principal.

Payments to be made hereunder shall be made at 4612 S.E. 47th Ave., Portland 97206

or at such other place as the seller may direct in writing. Michael L. & Joan A. Gardner



As referred to in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, note or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before closing.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the fire insurances now and hereafter placed on said real estate insured to the full cash value thereof against loss or damage by both fire and lightning by a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums thereon and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant except that the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs, unless the covenant or agreement relied on is contained herein or is in writing and attached hereto and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a breach of this contract. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses in procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or replacement of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance shall be applied to payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller, for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form of a commitment therein, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Provided general exceptions appearing in said policy (a);
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contract under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

Form No. W-1912
(Previous Form No. 903)

Beginning at the Southwest corner of the NW $\frac{1}{4}$ of Section 6, Township 1 North, Range 6 East of the W.M., thence North along the West line of said Section 6, 660 feet, more or less, to the North line of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of said NW $\frac{1}{4}$; thence East along said North line 660 feet, more or less, to a point on the East line of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of said NW $\frac{1}{4}$; thence South along said East line 660 feet, more or less, to the South line of the NW $\frac{1}{4}$; thence West along said South line 660 feet, more or less, to the point of beginning;
EXCEPT THAT portion thereof sold to Michael L. and Joan A. Gardner, husband and wife, by instrument dated 6-15-72 and recorded 7-21-72 under Auditor's File No. 75010;
EXCEPT that portion thereof contracted to be conveyed to Albert D. Elkins and Andrea J. Elkins by instrument dated 9-1-71 and recorded 10-6-71 under Auditor's File No. 74012;
EXCEPT that portion thereof contracted to be conveyed to James Edward Fillin by instrument dated 9-18-71 and recorded 10-6-71 under Auditor's File No. 74012.

(2) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a title insurance policy, subject to the following:

No exceptions-except those mentioned in title report

(9) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to remove or alter or permit to be removed or altered any part thereof hereafter.

(10) In case the purchaser fails to make any payment herein provided or to maintain insurance as herein required, the seller may make such payment or effect such insurance, and any amount so paid by the seller, together with interest at the rate of 10% per annum, shall be repaid to the seller by the purchaser on demand, all without prejudice to any other right the seller might have in case of such default.

(11) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereon or to make any payment required hereunder promptly at the time and in the manner herein provided, the seller may elect to declare of the purchaser's rights hereunder terminated, and upon so doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate and no action by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

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 prepaid, return receipt requested, directed to the purchaser at his address last known to the seller. Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to secure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of carrying records to determine the condition of title at the date such suit is commenced, and also shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

OREGON
STATE OF WASHINGTON

County of Multnomah

On this day personally appeared before me Wallis A. Blair and Walter J. Blair, who being known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as husband and wife, for the purposes here stated, they being duly sworn and sworn to.

GIVEN under my hand and official seal this 11th day of November, 1979.

Transamerica Title Insurance Co.

A Service of
Transamerica Corporation

Filed for record at Request of

Name Wallis A. Blair

Address 5018 S. E. Henry

City and State Portland, Or 97216

REGISTERED	<u>E</u>
INDEXED FOR	<u>E</u>
EXTRACTED	<u>E</u>
REPRODUCED	<u>E</u>
COMPILED	<u>E</u>
MAILED	<u>E</u>

FILED IN THE PUBLIC RECORDS OF THE
COUNTY OF CLATSOP

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY

Wallis A. Blair

OR Transamerica Title Insurance Co.

ON 11/15/79 AT 12:15 PM

AND RECORDED BY BOOK 11

ON 11/15/79 AT PAGE 11

RECORD OF CLATSOP COUNTY, OREGON

W. J. Blair

COUNTY CLERK

CLATSOP COUNTY, OREGON