

REAL ESTATE CONTRACT

SK-10058

THIS AGREEMENT made this 3RD day of JANUARY, 1977
 between HAROLD B. CONNETT, hereinafter called the seller,
 and PAUL DAVID ROBBEN and TIMOTHY JOSEPH ROBBEN, hereinafter called the buyer.

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the seller agrees to sell unto the buyer, and the buyer agrees to purchase from the seller the following described real property situated in the County of SKAGANIA State of Washington, and more particularly known and described as follows, to-wit:

Lot No. 1

Starting at the northeast section corner of Section 28 T 2 N R 5 E Wm. and run S 89°03'55" W for 658.92' to northeast corner of the west half of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and run south along the the north-south centerline of NE $\frac{1}{4}$ NE $\frac{1}{4}$ S 00°29'40"E for 965.10' to its intersection with the southerly boundary of the right-of-way of the LaBarre county road which is point of beginning; run S 00°29'40" E for 175.00', run S 90°00'00"W for 506.01', run N 53°46'09"W for 410.24' to southeasterly boundary of La Barre county road right-of-way, run along right-of-way boundary through curve to right with radius of 230.34' through a central angle of 54°55' a distance of 220.87', run N 83°17'00" E for 300.28', run through curve to right with radius of 208.73' through a central angle of 63°02' a distance of 229.64', run S 33°41'00"E for 74.19', run through a curve to left with a radius of 154.56' through a central angle of 53°54'58" for a distance of 145.44' to point of beginning. Contains 5.5787' Acres more or less.

The grantor reserves the right to use for road purposes of ingress and egress a 50.0' wide strip along the east line of tract as well as an additional 5.0' strip on west side of the 50 foot strip for utility easement

SKAGANIA COUNTY RECORDS

BOOK 72

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And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at MOBILDALE, OREGON

8 1/2% per cent. per annum, at the times and in the manner following: THE UNPAID BALANCE OF \$6800.00 TO BE PAID IN MONTHLY INSTALLMENTS OF NOT LESS THAN \$75.50 PER MONTH INCLUDING INTEREST AT 8 1/2% PER ANNUM. THE FIRST PAYMENT BEING DUE FEBRUARY 5, 1977, AND EACH PAYMENT BEING DUE ON THE 3RD DAY OF EACH MONTH UNTIL THE ENTIRE BALANCE IS PAID IN FULL.

And the buyer, in consideration of the premises, hereby agrees to regularly and reasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against fire by fire in a reliable insurance company to the sum of \$ NONE payable to the seller as his interest may appear.

All improvements placed thereon shall remain, and shall not be removed before the final payment is made as above agreed.

In case the buyer, his legal representatives or assigns, shall pay the several sums of moneys aforesaid punctually and at the several times aforesaid, and shall strictly and lawfully perform all and singular the agreements and stipulations aforesaid according to the true intent and force hereof, then the seller will make unto the buyer, his heirs or assigns, of its request, a deed conveying said premises in fee simple, with the usual and lawful quantity of warranty, excepting however for the operation and subject matter of said covenants, the before mentioned taxes and assessments, and all liens and incumbrances created or imposed by the buyer or his assigns.

But in case the Buyer shall make default in or any of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the first terms, and at the time above specified, without any failure or default, the time of payment being declared to be the time of this agreement, then the Seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the Buyer, or of its heirs, or without any other act by the Seller as is here provided, and without any right of the Buyer of explanation or compensation for money paid or improvements made, at absolutely, fully and perfectly as if this agreement had never been made.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible title insurance company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described shall be valid unless the same shall be endorsed hereon or physically attach'd hereto and countersigned by the seller, and no agreement or condition or a liability between the buyer and his assignee, or any other person, acquiring title or interest from or through him shall preclude the seller from his right to a convey the premises to the buyer or his assignee on the payment of the unpaid portion of the purchase money which may be due to the seller.

SELLER TO PROVIDE TITLE INSURANCE WITHIN 30 DAYS OF THE DATE OF THIS CONTRACT.

No. 7419
TRANSACTION EXCISE TAX

IN WITNESS WHEREOF, the Seller and Buyer have signed and delivered this agreement in duplicate, the day and year first above written.

Amount Paid 85-00

Skamania County Treasurer

By Karl J. [illegible] [illegible]

Seller:

Byer.

REAL ESTATE CONTRACT
Washington Legal Blank Co., Bellevue, Wa. Form No. 340

CONDITIONS

SELLER TO ESTABLISH PROGRAM WITHIN 10 DAYS OF THIS CONTRACT AND PUT

Lot No. 1

Starting at the northeast section corner of Section 28 T 2 N R 5 E Wm. and run S $89^{\circ}03'55''$ W for 658.92' to northeast corner of the west half of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and run south along the the north-south centerline of NE $\frac{1}{4}$ NE $\frac{1}{4}$ S $00^{\circ}29'40''$ E for 965.10' to its intersection with the southerly boundary of the right-of-way of the LaBarre county road which is point of beginning; run S $00^{\circ}29'40''$ E for 175.00', run S $90^{\circ}00'00''$ W for 506.01', run N $53^{\circ}46'09''$ W for 410.24' to southeasterly boundary of La Barre county road right-of-way, run along right-of-way boundary through curve to right with radius of 230.44' through a central angle of $54^{\circ}55'$ a distance of 220.87', run N $83^{\circ}17'00''$ E for 300.28', run through curve to right with radius of 208.73' through a central angle of $63^{\circ}02'$ a distance of 229.64', run S $33^{\circ}41'00''$ E for 74.19', run through a curve to left with a radius of 154.56' through a central angle of $53^{\circ}54'58''$ for a distance of 145.44' to point of beginning. Contains 5.5787' acres more or less.

The grantor-reserves the right to use for road purposes of ingress and egress a 50.0' wide strip along the east line of tract as well as an additional 5.0' strip on west side of the 50 foot strip for utility easement

SHORT PLAT APPROVAL ON FILE

BOOK

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DEPUTY COUNTY AUDITOR

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at _____, **MOLLALLA, OREGON**

And the buyer, in consideration of the premises, hereby agrees to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$ NONE payable to the seller at his interest may appear.

In case the buyer, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the seller will make unto the buyer, his heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, inexpressed, however, from the operation and subject matter of said covenants the before mentioned taxes and assessments, and all liens and incumbrances, created or imposed by the buyer or his assigns.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the time above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the seller shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and remain in the seller, without any declaration of forfeiture, or act of reversion, or without any other act by the seller to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

The seller hereby agrees to furnish to the buyer, or his assigns, a policy of title insurance or a complete abstract, of title to the within described premises, certified by a responsible abstract company.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon or permanently attached hereto and countersigned by the seller and no assignment or condition or relations between the buyer and his assignee, or any other person, acquiring title or interest from or through him shall prejudice the seller from the right to convey the premises to the buyer or his assigns, on the payment of the unpaid portion of the purchase money which may be due to the seller.

No. 1445

-TRANSACTION EXCISE TAX

IN WITNESS WHEREOF, the seller and buyer have signed and delivered this agreement in duplicate, the day and year first above written.

Amount Paid

Skaggonia County Treasurer

By Witnesses

Seller

BUYER.

REAL ESTATE CONTRACT

Washington Legal Blank Co., Bellevue, Wa. From No. 34P

1. SELLER TO ESTABLISH ESCROW WITHIN 10 DAYS OF THIS CONTRACT AND PUT
 REED IN SAME. ESCROW TO BE INSTRUCTED TO DELIVER REED TO BUYER WHEN ALL
 CONDITIONS AND PAYMENTS OF THIS CONTRACT ARE SATISFIED.

2. SELLER TO INSTALL AT HIS EXPENSE, ELECTRIC (UTILITY) POWER LINES IN THE DEDICATED ROADWAY TO THE EXTENT OF A MINIMUM OF 10 FEET FRONTING THE PROPERTY BEING PURCHASED BY THE BUYER BY THIS CONTRACT. THIS INSTALLATION TO BE COMPLETED WITHIN 4 MONTHS OF THE DATE OF THIS CONTRACT OR BUYER MAY MAKE INSTALLATION AT SELLERS EXPENSE.

The within named buyer for and in consideration of the sum of _____ Dollars

SIGNED AND SEALED, this _____ day of _____, 19____
The seller consents to this assignment.

to me known to be the individual ----- described in and who executed the above assignment, and acknowledged that -----
----- signed and sealed the same as ----- free and voluntary act and deed for the uses and purposes
therein mentioned.
----- at ----- and affirmed my official seal the day and year above first

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above first written.

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

The within named seller for and in consideration of the sum of _____ Dollars

hereby assigns all his right and title to the within contract to.....
this.....day of....., 19.....

(Deed from seller to assignee must be given with this assignment.)

[illegible]

REAL ESTATE CONTRACT

FROM:

10

1000

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY _____

1

OF ~~REPLACEMENT~~ WARE

AT 9:30 AM. Travel 11 77

WAS RECORDED IN BOOK 72

27-12-1947

RECORDS OF SUMMIT COUNTY, UTAH.

COUNTY ALCATOR

[Signature]
COUNTY A116

