

REAL ESTATE CONTRACT

SK-10058

THIS AGREEMENT made this 3RD day of JANUARY 1977
 between HAROLD B. CONNETT
 and PAUL DAVID ROBBER AND TIMOTHY JOSEPH ROBBER hereinafter called the seller,
 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
 REC'D
 JAN 11 1977



for the sum of EIGHT THOUSAND FIVE HUNDRED AND 00/100 Dollars on which the buyer has paid the sum of ONE THOUSAND SEVEN HUNDRED AND 00/100 dollars, the receipt whereof is hereby acknowledged.

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

the remaining principal, with interest at the rate of 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 3, 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 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 to the sum of \$ NONE payable to the seller at 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 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, up in request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting 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 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 principal and interest hereby created or then existing in favor of the buyer, or any of his heirs, or without any other act by the seller, and the premises aforesaid shall nevertheless remain in the seller, without any default of forfeiture, or any of his heirs, or without any other act by the seller to be performed, and without any right of the buyer of redemption 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 receipt abstract of title to the within described premises, certified by a reputable abstracting 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 personally attached hereto and countersigned by the seller, and no agreement or condition or stipulation between the buyer and his assigns, or any other person, acquiring title or interest from or through him shall preclude the seller from the right to exercise 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.

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

No. 1110
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 \$500
Skamania County Treasurer

Harold B. Bennett
Seller,

Harold B. Bennett
Buyer,

Lot No. 1

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SHORT PLAT APPROVAL ON FILE
 BOOK 1
 PAGE 44
 DEPUTY COUNTY AUDITOR

Unofficial Copy



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dollars, the receipt whereof is hereby acknowledged.

And the buyer, in consideration of the premises, hereby agrees to pay to the seller, at NOLLALLA, OREGON
the remaining principal, with interest at the rate of 8
~~per cent.~~ per annum, at the time 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% PER ANNUM. THE FIRST PAYMENT
BEING DUE FEBRUARY 3, 1917 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 seasonably pay all taxes and assessments which may be hereafter lawfully im-
posed 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 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 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, excepting, 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 conveyance, 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 im-
provements 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 assign, a policy of title insurance or a copy of 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 agreement 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.

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

No. 11418
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 80.00
Skamania County Treasurer

David B. Bennett Seller.
Edmund Parker Buyer.
Clayton Smith Parker Buyer.

George Campbell
By George Campbell

- CONDITIONS**
- 1. SELLER TO ESTABLISH ESCROW WITHIN 10 DAYS OF THIS CONTRACT AND PUT NEED IN SAME. ESCROW TO BE INSTRUCTED TO DELIVER NEED 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.

