3K-10065

CONTRACT-

Jerusnew THIS CONTRACT, Made this ... 23 . day of Beambell ., 19 36., between CLARENCE E. MERSE'N and COLLEEN L. MERSHON, husband and wife, and RICHARD W. CHRISTOPHER, husband and wife, each community as 'Redinand wife's and ELDA M. CHRISTOPHER, husband and wife, each community as 'Redinand wife's and Richard wife's a and MYRI.E. AVERY and JOYCE A. AVERY, husband and wife,

, heroinalter called the buyer, WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the sellar agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de-. County, State of Washington, to-wit: scribed lands and premises situated in Skamania

LEGAL DESCRIPTION ON REVERSE SIDE.

Terms and Conditions It is agreed by and between the parties hereto that the purchase price of \$12,000 is allocated as follows: \$5,000 to land and \$7,000 to the timber on said premises. If at any time timber is cut on premises before purchase price paid in full, the net proceeds will be applied to the balance due under this contract.

Sellers, and each of them, warrant that this fand the subject of sale hereunder has been begally "short plathed" within Skemania County, Washington. Sellers, and each of them, do not warrant that a septic tank permit and/or building permit will be available or approved by the appropriate governing body of Skamania County, Washington.

This contract subject to a mortgage dated September 12, 1975, necorded October 10, 1975, at page 925 of book 52 of mortgage records, Auditor's file no. 91073, Skamania County, Washington. (See Skamania County Title Company report no. SK-10065, exception no. 2) Sellers, and each of them, agree to keep said mortgage current, and to give clear title (hereinafter called the purchase price), on account of whichSix Thousand Dollars (\$ 6,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the

Dollars (\$ 72.80) each,

day of each month hereafter beginning with the month of payable on the 5th and continuing until said purchase price 's fully paid. All of said purchase price may be paid at any time; 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 clate of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract

-(A) primarily liet buyer's personal, family, household or agricultural purposes.

(B) prepared in the property of the purpose.

(I)

The burst what of entitled to possession of sold hinds on darks of construct. 19 7, and may retain such possession of sold hinds on darks of construct. 19 17, and may retain such possession of sold hinds are the distance of the sold hinds and the sold hinds are the sold hinds are the sold hinds are the sold hinds and the sold hinds are the sold hin

in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the but is assective interests may appear and all policies of inturance in he delivered to the seller as soon as insured. Now if the house shall led to the long to the long to the seller as soon as insured. Now if the house shall led to the long to t

the for buyer's breach of contract.

The seller agree that ut his expense and within 20 days from the date hereof, he will lumish unto buyer a title Insurance police in amount of the seller on a subsequent to the date of it is agreed in an amount of the seller on the seller on the seller on the seller of the date of it is agreed in any seller also agrees that it is agreed to the seller of the seller and the building and other extrictions and externints row of record, it any? Seller also agrees that it is agreed to the seller of the seller of

Deed given within 180 days of above-condition

Mershon & Christopher 1220 N.E. 196th Portland, Oregon 97230	\$ 134.55
Myrl E. and Joyce A. Avery 630 20th Avenue Longview, Washington 98632 BUYER & MAME AND ATGREES	STATES PANDE REDERIVED
After recording return ter	POR RECORDER'S VOE
Clarence E. Mershon 1220 N.E. 196th Portland, Oregon 97230	NEGISTEHED E
NAVE, AUDHESS, 21P	INDEXED: DIR. C
Until a change is requested all tax statements shall be sent to the follow	wing address. ENDIRECTS E
Myrl E. Avery 630 20th Avenue	n),corded:
tonguiest, Washington 98632	GIMPARED

83526 STATE OF OREGON,

County of Maniancea.

I certify that the within instru-in book 72. on puga 200 or as lile/reol number 83 5-26 Record of Deeds of said county.

Witness my hand and went of County affixed.

Up rodd Recording Officer & maybe of Deputy And it is understood and agreed between said patties that time is all the essence of this contract, and in case the buyer shall lail to an payments above evapored, or any of them, punctually within ten days of the time limited thereior, or lail to keep any agreement herein contains the willer at his opious half have the following rights: (1) to declare this contract rull and rold; (2) to declare the whole unpaid principal based purchase price with the interest thereon at once due and payable and or (3) to foreclase this contract by two tim requity, and in any of suc all rights and interest created or then existing in layor of the turver as against the seller hereunder shall utterly cease and determine and the right payers that the principal based of the principal and all other rights acquired by the buyer hereunder shall utterly cease and determine and the right on account of the purchase of and property as aboutedly, fully and prefectly as it this contract and such as a such as a

The buyer further afters that failure by the seiler at any time to require performance by the buyer of any provision hereof shall in no way affect tidd hereinder to valore the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suc-ding breach of any suth provision, or at a waiver of the provision first.

Buyers, and each of them, agree to pay the sum of \$75.00 towards the costs of this sale.

II.
In construing this contract, it is understood that the selles or the buyer may be more than one person; that if the contest so requires, the singurenown shall be taken to mean and include the plural, the reasculine, the leminine well to neuter, and that generally all grammalical changes shall
rule, assumed and implied to make the provisions hereol apply equally to coppore from and to individuals. IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto STATE OF OREGON County of Multnomol.) 19. STATE OF OREGON, Min W County of Multromah }ss. Jan 23, 1927 I E. Avery and Personally appeared ... Migr. ...who, Seing duly sworn, each for himself and not one to the other, did say that the farmer is the Personally appeared the above named. Clare' 38 1. Mershon and College I. Mershon. Richard W. Christopher and Eldo president and that the latter is the secretary of M. Christighes and acknowledged the loregoing instruand that the total allies to the large intrument of the ment to be their voluntary act and deed. m ack nowledged and instrument to be the columnary act
Before ma:

Olan Lun A. Hornos

ary Public for Continuous COPTICIAL Gordon S. Homes (OFFICIAL SEAL) EAL) TO Notary Public for Oregon Notary Public for Oregon --- My commission expires 3/23/77 My commission expires: 3/23 Section 4 of Charles 618, Oregon Laws 1978, provides

"(1) All infirmments contracting to convey fee title to any real property, at a time more than 13 months from the date that the instrument Laws tool and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being curved in instrument, or a memoranium thereof, shall be revoyed by the conveyor not later than 3 days after the instrument is executed and the parties are

off the read against the second and the

thereby. "[2] Violation of subsection (1) of this acction is a Class il misclemeaner."

(DESCRIPTION CONTINUED) (Lot 1)

Ecginning at the North $\frac{1}{4}$ corner of Section S, Township 3 North, Range 8 East of the Willamette Meridian; thence South 89° 20° 55'' East along the North line of said Section 379.52 feet, more or less, to the conterline of Bear Creek Road; thence along the centerline of Bear Creek Road, South 27° 51' 17" West 258.55 feet; thence South 260 40' 11" West 88.42 feet to the beginning of a cure to the right; thence along the arc of the curve a distance of 291.04 feet through a central angle of 340 11 30" with a radius of 487.71 feet (the long chord of which bears South 43° 45' 56" West and has a length of 286.74 feet); themee South 60° 51' 41" West a distance of 61.60 feet to an iron rod on the line through the center of Section 8; thence South 40° 21' 59" West a distance of 186.30 feet to an iron rod; thence from the center of Bear Creek Road North 01° 34' 46" East 672.74 feet to the North line of Section 8; thence along the North line of Section 8 South 89° 11' 21" East 138.00 feet to the North } corner of Section 8 and the point of beginning. (also known as Lot 1 of that certain Short Plat recorded November 18, 1976 in Book 1 of Short Plats at pages 50 A B, C, D & G).

EXCEPT the Southeasterly 30 feet as granted to Skamania County by instrument 10corded November 18, 1976, in Book 1 of Short Plats, at pages 52 A, B, C, D & E, under Auditor's Filo No. 83180.

4472 TRANSACTION EXCISE TAX

Amount Pard 1/2003

Skampria Concry Treatings