

83526

SK-10065

CONTRACT—REAL ESTATE

FILED
JAN 19 1977
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THIS CONTRACT, Made this 23 day of January, 1977, between CLARENCE E. MERSHON and COLLEEN L. MERSHON, husband and wife, and RICHARD W. CHRISTOPHER and ELDA M. CHRISTOPHER, husband and wife, each community as to an undivided one-half int. and MYRL E. AVERY and JOYCE A. AVERY, husband and wife, hereinafter called the seller,

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

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 land the subject of sale hereunder has been legally "short platbed" within Skamania 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, recorded 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 on this contract within 180 days of tender of balance of purchase price, or payment for the sum of Twelve Thousand Dollars (\$12,000.00) (hereinafter called the purchase price), on account of which Six Thousand Dollars (\$6,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$6,000.00) to the order of the seller in monthly payments of not less than Seventy Two and 80/100 Dollars (\$72.80) each,

payable on the 5th day of each month hereafter beginning with the month of January, 1977, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 8 per cent per annum from date of contract until paid, interest to be paid monthly and being included in 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 date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes.

The buyer shall be entitled to possession of said lands on date of contract, 1977, and may retain such 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 buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or ruin thereon; that he will keep said premises free from mechanical and all other liens and taxes for seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens, that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter may be imposed upon said premises, all promptly, but in no event less than the same or any part thereof become due; that at buyer's expense he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ none in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to do any such thing, costs, water rents, taxes, or charges or to procure or 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, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 20 days from the date hereof, he will furnish unto buyer a life insurance policy insuring (in an amount of \$5000) said purchase price) marketable title in and to said premises in the seller or on or subsequent to the date of this agreement, save and except the said purchase price and the building and other encumbrances and easements now of record, if any; seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said 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 said date, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

Deed given within 180 days of above conditions.

IMPORTANT NOTICE: Delay, by filing out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as here word is defined in the Truth-in-Lending Act and Regulation, the seller MUST comply with the Act and Regulation by making required disclosures. For this purpose, see Statement Form No. 1309 or similar uniform form. If the seller is not a creditor, a first lien to finance the purchase of a dwelling in which event use Statement Form No. 1307 or similar.

Mershon & Christopher
1220 N.E. 196th
Portland, Oregon 97230

SELLER'S NAME AND ADDRESS

Myrl E. and Joyce A. Avery
630 20th Avenue
Longview, Washington 98632

BUYER'S NAME AND ADDRESS

After recording return to:

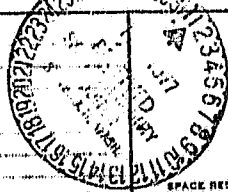
Clarence E. Mershon
1220 N.E. 196th
Portland, Oregon 97230

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:

Myrl E. Avery
630 20th Avenue
Longview, Washington 98632

NAME, ADDRESS, ZIP



SPACE RESERVED FOR RECORDER'S USE

REGISTERED	E
INDEXED	DIR E
CORRECTED	E
RECORDED	
COMPARED	
MAILED	

STATE OF OREGON, 83526

County of Skamania.

I certify that the within instrument was received for record on the 1 day of January, 1977, at 10 o'clock A.M., and recorded in book 72 on page 200 or as file/recd number 83526, Record of Deeds of said county.

Witness my hand and seal of County attested.

By E. Mershon Deputy
Recording Officer

