

CONTRACT—REAL ESTATE

SK-10066

THIS CONTRACT, Made this 21 day of March, 1977, between CLARENCE E. MERSON and COLLEEN L. MERSON, husband and wife, and EUGENE W. CHRISTOPHER and STILA M. CHRISTOPHER, husband and wife, each community as to one-half interest, and LENDALL L. CARPENTER and DEBORAH A. CARPENTER, husband and wife,

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 \$10,500.00 is allocated as follows: \$3,500 to land and \$7,000 to the timber on said premises. If any 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 platted" 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 is 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. M1073, Skamania County, Washington. (See Skamania County Title Company report no. SK-10066, 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 Ten Thousand Five Hundred Dollars (\$10,500.00) (hereinafter called the purchase price), on account of which One Thousand Eight Hundred Dollars (\$1,800.00) 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: \$ 8,700.00) to the order of the seller in monthly payments of not less than One Hundred Dollars (\$100.00) 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 pro-rated 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 (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 so 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 strip therefrom; that he will keep said premises free from mechanics' liens, costs, water rents, taxes, or charges or to purchase and 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 a breach of contract.

The seller agrees that at his expense and within 20 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, and except as to certain printed exceptions and the building and other restrictions, and covenants now of record, if any, which also agree 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 placed, permitted or arising by, through or under the seller, excepting, however, the said easements and restrictions to: the taxes, or individual liens, water rents and public charges as 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 condition.

IMPORTANT NOTICE: Deeds, by Interspouse, whichever phrase and whether's warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures for this purpose, use Stevens-Nass Form No. 1208 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Nass Form No. 1207 is similar.

Mershon & Christopher
1220 N.E. 196th
Portland, Oregon 97230
SELLER'S NAME AND ADDRESS

LENDALL L. & DEBORAH A. CARPENTER
510 N.E. 22nd
Gresham, Oregon 97030
BUYER'S NAME AND ADDRESS

After recording return to:
CLARENCE E. MERSON
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:
LENDALL L. CARPENTER
510 N.E. 22nd
Gresham, Oregon 97030
NAME, ADDRESS, ZIP

STATE OF OREGON
County of SKAMANIA

I certify that the within instrument was received for record on the 24 day of March, 1977, at 3:00 o'clock P.M., and recorded in book 72 on page 425 or as

SPACE RESERVED FOR
REGISTERED
INDEXED: DIR
INTRODUCED
RECORDED
COMPARED
MAILED

file/reel number.
Record of Deeds of said county.
Witness my hand and seal of County attested.

By [Signature] Recording Officer
[Signature] Deputy

ALLS it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments as required, or any of them, severally within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall timely cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act on account of the purchase of said property he absolutely, fully, and privately as if this contract and such payments had never been made, and in case of such default all payments thereafter made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon and take possession of the premises, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of this provision itself.

Buyers, and each of them, agree to pay the sum of \$65.00 towards the costs of this sale.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10,500.00. (However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which)).

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may order, including reasonable attorney's fees to be allowed plaintiff in said suit or action and in appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations 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 by its officer duly authorized thereunto by order of its board of directors.

Clarence E. Marshon, Colleen L. Marshon, Lendell L. Carpenter
 Clarence E. Marshon, Colleen L. Marshon, Lendell L. Carpenter
 Richard W. Christopher, Elda M. Christopher, Deborah A. Carpenter
 Richard W. Christopher, Elda M. Christopher, Deborah A. Carpenter

NOTE: The sentence between the symbols @ if not applicable, should be deleted. See ORS 91.030.

STATE OF OREGON,

County of Multnomah } ss.
 December 22, 1977

STATE OF OREGON, County of } ss.
 December 22, 1977

Personally appeared the above named

Clarence E. Marshon and Colleen L. Marshon

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Margaret A. Nelson

Notary Public for Oregon

My Commission Expires May 12, 1979

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: _____
 Notary Public for Oregon
 My Commission Expires: _____

(OFFICIAL SEAL)

Section 4 of Chapter 616, Oregon Laws 1975, provides:

(1) All instruments conveying title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.

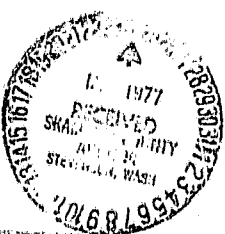
(2) Violation of subsection (1) of this section is a Class B misdemeanor.

(DESCRIPTION CONTINUED)

(Lot 2)

Commencing at the North $\frac{1}{4}$ corner of Section 8, Township 3 North, Range 3 East, Willamette Meridian; thence North $29^{\circ} 11' 24''$ West 133.00 feet to the point of beginning; thence South $01^{\circ} 34' 46''$ West 672.74 feet to an iron rod in the centerline of Bear Creek Road; thence along the centerline of Bear Creek Road South $43^{\circ} 13' 14''$ West 29.73 feet to the beginning of a curve to the right along the arc a distance of 224.33 feet through a central angle of $34^{\circ} 40' 57''$ with a radius of 517.59 feet (of which the long chord bears South $55^{\circ} 38' 57''$ West and has a length of 222.57 feet); thence from the centerline of Bear Creek Road, North $01^{\circ} 34' 46''$ East 822.89 feet to the North line of Section 8; thence South $89^{\circ} 11' 24''$ East 200.00 feet to the point of beginning.

EXCEPT the Southeasterly 30 feet as granted to Skamania County by instrument recorded November 13, 1976, in Book 1 of Short Plats, at pages 52 A,B,C,D&E, under Auditor's File No. 83180, (also known as Lot 2 of that certain Short Plat recorded November 13, 1976, in Book 1 of Short Plats at pages 50 A,B,C,D&E).



4574

No. _____
 TRANSACTION EXCISE TAX

MAR 24 1977

Amount Paid _____

Skamania County Treasurer

By _____

designed is corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers and authorized thereto by order of its board of directors.

Clarence E. Marshall *Colleen L. Marshall* *Richard W. Christopher* *Elda M. Christopher* *Deborah A. Carpenter*
Clarence E. Marshall Colleen L. Marshall
Richard W. Christopher Elda M. Christopher Deborah A. Carpenter

STATE OF OREGON,

County of Multnomah

December 22, 1977

STATE OF OREGON, County of

Personally appeared

Personally appeared the above named

Clarence E. Marshall and Colleen L. Marshall

And acknowledged the foregoing instrument to be their voluntary act and deed.

OFFICIAL *Margaret S. Nelson*
Notary Public for Oregon
My Commission Expires May 12, 1979

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

Section 1 of Chapter 618, Oregon Laws 1975, provides:
"(1) All instruments contracting to convey fee title to any real property, at a time more than 15 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the recorder not later than 15 days after the instrument is executed and the parties are bound thereby."
"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)
(Lot 2)

Commencing at the North $\frac{1}{4}$ corner of Section 8, Township 3 North, Range 8 East, Willamette Meridian; thence North $89^{\circ} 11' 24''$ West 136.00 feet to the point of beginning; thence South $01^{\circ} 34' 46''$ West 672.74 feet to an iron rod in the centerline of Bear Creek Road; thence along the centerline of Bear Creek Road South $43^{\circ} 11' 14''$ West 29.73 feet to the beginning of a curve to the right along the arc a distance of 224.33 feet through a central angle of $34^{\circ} 49' 57''$ with a radius of 517.59 feet (of which the long chord bears South $55^{\circ} 38' 57''$ West and has a length of 222.57 feet); thence from the centerline of Bear Creek Road, North $01^{\circ} 34' 46''$ East 322.89 feet to the North line of Section 8; thence South $89^{\circ} 11' 24''$ East 230.03 feet to the point of beginning.

EXCEPT the southeasterly 30 feet as granted to Skamania County by instrument recorded November 18, 1976, in Book 1 of Short Plats, at pages 52 A, B, C, D & E, under Auditor's File No. 83180, (also known as Lot 2 of that certain Short Plat, recorded November 18, 1976, in Book 1 of Short Plats at pages 50 A, B, C, D & E),



No. 1574
TRANSACTION EXCISE TAX

MAR 2 1977

Amount Paid \$25.00

Skamania County Treasurer

By *Margaret S. Nelson*

STATE OF OREGON,

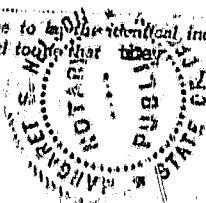
County of Multnomah

FORM NO. 23 - ACKNOWLEDGMENT
STEVEN NEW LAY FINE CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 22 day of December, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Richard W. Christopher and Elda M. Christopher

known to me to be the identical individual as described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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



Margaret S. Nelson
Notary Public for Oregon
My Commission Expires May 12, 1979