

Form No. 47 - CONTRACT - REAL ESTATE (Partial Payments (Individual or Corporate) (Truth-in-Lending Version))

THIS CONTRACT, Made the 28th day of July

, 1977, between

of the County of Linn
the first party, andLynn E. Bauman and Patty L. Bauman
of the County of Multnomahand State of Oregon, hereinafter called
the second party,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Skamania, State of Washington, to-wit:

South 20 Acres of the S. E. Quarter - Section 29 T. 3N., R5E

which lies East of Skamania Mine Road

Reserve right-of-way through N.E. portion of the above described property for road use of the owners to the North.

BUYER TO HAVE RIGHT OF WAY THROUGH SOUTHWEST PORTION OF PROPERTY TO THE NORTH OF THE PROPERTY CONVEYED, FOR ROAD PURPOSES.

THIS CONTRACT CANNOT BE PAID OFF PRIOR TO JANUARY 10, 1980.

SELLER RESERVES 50% OF THE MINERAL RIGHTS, BUT AGREES TO OBTAIN BUYER'S CONSENT BEFORE DOING ANY MINING THAT CAUSES DESTRUCTION TO SURFACE OF PURCHASER'S PROPERTY.

FREE OF INCUMBRANCES EXCEPT,
MINERAL RIGHTS AND EASEMENTS OF RECORD.

TRANSACTION EXCISE TAX

JUL 28 1977

Amount Paid \$110.00

Skamania County Treasurer

By [Signature]

for the sum of Eleven thousand and no/100 Dollars (\$11,000.00)
on account of which Eight hundred fifty and no/100 Dollars (\$ 850.00)
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of 9 per cent per annum from July 28th, 1977, on the dates and in amounts as follows:

September 1, 1977 at least \$100.00, October 1, 1977 at least 100.00 and on the first day of each month thereafter until paid in full

The buyer (also called second party) 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.
(B) for an organization or (C) buyer is a natural person is for business or commercial purposes other than agricultural purposes.

Taxe, for the current tax year shall be prorated between the parties hereto on the date of this contract. The second party, in consideration of the services to be rendered by the first party, shall pay all taxes thereafter levied and all public and private assessments, hereafter laid or imposed upon said premises, all property taxes before the date of transfer, and taxes on the same if he will keep the landowner's title after transfer, in favor of the first party against loss or damage, by his own extended coverage, in an amount not less than \$

in a sum of money or compensation satisfactory to that party, and will have all policies of insurance on and property made payable to the first party as first party's agent, and shall not be removed before final payment be made for and above described premises.

In case the second party or those claiming under him shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations of record, according to the true intent and tenor thereof, to the end that the second party may be relieved of all liability on the part of the second party, upon the surrender of this agreement, a title insurance policy in full title as of this day at subsequent date and a good and sufficient deed of conveyance, conveying all premises in fee simple, free and clear of all burdens, excepting however, the above mentioned taxes and assessments.

and all taxes and assessments created by the second party, or second party's agents.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of and purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, or law, or in admiralty, or on the strength of any judgment obtained in any of the above courts, and the second party, or any of their agents, shall utterly cease and desist, and remain in the first party without any claim of forfeiture or act of reentry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as aforesaid fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 11,000.00, however, the actual consideration consists of or includes other property or value given or promised which is the whole consideration indicated which

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial court or judge may award as attorney's fees to be allowed by law in case of action, and appeal is taken, in any way, to judgment in either of such tribunals, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable, or plaintiff's attorney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect that party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be deemed to constitute a general or specific waiver of all other provisions of this agreement.

In construing this contract, it is understood that the first party or the second party 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 thereto by its officers duly authorized thereunto by order of its board of directors.

Williamette Land, Inc.

BY

IMPORTANT NOTICE: Date, by filing our witness statement and witness warranty (A) at (B) is not applicable, if warranty (A) is applicable and if the seller is a trustee, 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, see Stevens-Hens Form No. 1300 or similar unless the contract will become a first lien in the possession of a ducting in which event use Stevens Form No. 1307 or similar.

If a change is requested, all
law statements shall be sent to
the following name and address

NOTE: The sentence between the signature lines
and (B), if any, applies and should be
deleted, see Oregon Revised Statutes,
Section 93.030. (Natural acknowledgment
on reverse).

RECEIVED PAYMENTS ON WITHIN CONTRACT, AS FOLLOWS:

CONTRACT

TEVENSON, KESSLAW & CO., PORTLAND, OREG.

ESTIMATES

Address

Address

Addition

STATE OF GEORGIA

Court affixed.

Deputy.

AFTER RECORDING INDEX TO 10

STATE OF ~~PENNSYLVANIA~~
WASHINGTON
County of ~~PENNSYLVANIA~~
July 28th, 1977.
Personally appeared the above named
Lynn E. Brauman and
Patsy L. Brauman
and acknowledged the foregoing instrument
to be their voluntary act and deed.

Belote nios

W.M. (Walter) Peckay
State Public for Oregon Washington
My commission expires: 5-1-78

WASHINGON
STATE OF WASHINGTON, County of SKAMANIA J.M.
Twp. 2nd 1877

Personally appeared JAMES H. SHAPP,
REGISTERED AGENT who, being duly sworn,
each for himself and not one for the other, did say that the defendant is
president and one of the partners in the
business.

and that the seal affixed to the foregoing instrument is that 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 doth

then acknowledged and instrument to witness voluntary, free and deed.
Before me
Wallace W. Nichols (SEAL)
Notary Public for ~~the~~ Washington
My commission expires: 5-1-78