

85204

CONTRACT—REAL ESTATE



THIS CONTRACT, Made this 19th day of September, 1977, between EMIL LANGE and GEORGIA PEHRSSON and PETER PEHRSSON, wife and husband, hereinafter called the seller, and FRED N. SATTERSTROM and NANCY A. SATTERSTROM, husband and wife, hereinafter called the buyer,

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:

Lot 1 of Short Plat of Tax Lot 1800, containing 2 1/2 acres more or less, LANGE'S HOMESTEAD, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington. BOOK 1, PAGE 56 *File 83399*

Subject to the conditions and restrictions placed upon Lange's Homestead by the dedicators thereof.

No. 5240
TRANSACTION EXCISE TAX

NOV 3 1977
Amount Paid \$97.50

Skamania County Treasurer
By R. B. Gentry Deputy

for the sum of Nine Thousand Seven Hundred Fifty - - - Dollars (\$ 9,750.00) (hereinafter called the purchase price), on account of which Thirty Four Hundred Fifty - - - Dollars (\$ 3,450.00) 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: \$ 6,300.00) to the order of the seller in monthly payments of not less than One Hundred Thirty One and 25/100 - - - Dollars (\$ 131.25) each,

payable on the 26th day of each month hereafter beginning with the month of October, 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 7 per cent per annum from date until paid, interest to be paid monthly and * PREPAID 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, (B) not for the purpose of resale or for the purpose of investment or for the purpose of business or for the purpose of speculation.

The buyer shall be entitled to possession of said lands on September 26, 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 injury thereof, that he will keep said premises free from mechanics' and all other liens and save the 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 lawfully may be imposed upon said premises, all of which he agrees to pay in advance of the same or any part thereof, and that if buyer's expense, he will insure and keep insured all buildings now or hereafter on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ 100,000. In a company or companies satisfactory to the seller, with less 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 pay any such fire, wind, water rents, taxes, or charges or to pre-pay 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 all right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (for an amount equal to said purchase price) marketable title on and to said premises in the seller on or subsequent to the date of this agreement, said policy shall be issued subject to the conditions and covenants hereof, and the fee therefor shall be paid by the buyer. The 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 all encumbrances as of the date hereof and free and clear of all taxes, bonds, 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.

(Continued on reverse)

*IMPORTANT NOTICE: Defects, by listing out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, or both listed 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-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

Emil Lange, 7524 SW Macadam, Portland, Or.
Georgia & Peter Pehrsson
1907 S. Ash, Tacoma, Washington
SELLER'S NAME AND ADDRESS

Fred N. & Nancy A. Satterstrom
26041 Marine View Drive So.
Kent, Washington 98031
BUYER'S NAME AND ADDRESS

After recording follow to:

Fred N. & Nancy A. Satterstrom
26041 Marine View Drive So.
Kent, Washington 98031
NAME, ADDRESS, ZIP

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

Fred N. & Nancy A. Satterstrom
26041 Marine View Drive So.
Kent, Washington 98031
NAME, ADDRESS, ZIP

STATE OF OREGON,
County of Skamania

I certify that the within instrument was received for record on the 3 day of November, 1977, at 11:45 o'clock P.M., and recorded in book 73 on page 735 or as file/roll number 85-204.
Record of Deeds of said county.
Witness my hand and seal of County official.

R. B. Gentry
Recording Officer
By R. B. Gentry Deputy

REGISTERED	<u>E</u>
INDEXED: EXR.	<u>E</u>
INDEXED:	<u>E</u>
RECORDED	<u>E</u>
COMPALED	<u>E</u>
FILED	<u>E</u>

Trans. firm in connection with Skamania County Auditor - By Emil Lange

And 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 above required, or any of them, punctually within ten days of the time limited therefore, 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 in force of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described shall revert to and remain in said seller without any act of re-entry, or any other act of said seller. An partitioned and without any right of the buyer of return, reclamation or compensation for money paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore 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 the land aforesaid, 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 the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$9,750.00. The parties hereto have acknowledged the foregoing consideration (indicate whether or not the consideration is in cash or otherwise) and the parties hereto have acknowledged the foregoing consideration (indicate whether or not the consideration is in cash or otherwise).

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 adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an 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 officers duly authorized thereunto by order of its board of directors.

Fred M. Satterstrom
Fred M. Satterstrom
Nancy A. Satterstrom
Nancy A. Satterstrom

George A. Pehrsson
George A. Pehrsson
Peter Pehrsson
Peter Pehrsson

NOTE--The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.020.
STATE OF OREGON, County of Multnomah, ss.
September 19, 1977.

Personally appeared the above named
Emil Lange

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

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires Oct. 1, 1978

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires:

Section 4 of Chapter 618, Oregon Laws 1975, provides:
"(1) All instruments constituting or 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 nature of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the county not later than 12 days after if a instrument is executed and the parties are bound thereby.
"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

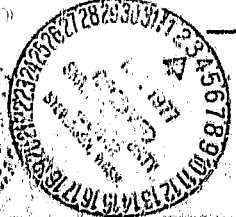
STATE OF WASHINGTON } ss.
County of Pierce

On this 21st day of September, 1977, personally appeared the above named George A. Pehrsson and Peter Pehrsson, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

William E. Pehrsson
Notary Public for Washington
My Commission expires 9-28-81

STATE OF WASHINGTON } ss.
County of King

On this 10th day of September, 1977, personally appeared the above named Fred M. Satterstrom and Nancy A. Satterstrom, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Doris E. Phelps
Notary Public for Washington
My Commission expires Sept. 1, 1980