

CONTRACT--REAL ESTATE

THIS CONTRACT, Made this 5th day of August, 1977, between
EMIL LANGE and GEORGIA PEHRSSON and PETER PEHRSSON, wife and husband,
hereinafter called the seller,
and ROGER HERRINGTON and WENDY HERRINGTON, 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:

SY-10-156
Lot 2, Tax Lot 1600, consisting of 2 acres, LANGEN'S
HOMESTEAD, according to the official plat thereof on
file and of record in the office of the Auditor of
Skamania County, Washington.

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

No. 545.

TRANSFORMERS

Amount Due \$1.50 + .25 = \$1.75

transaction in connection with County sub-division ordinances.

for the sum of Five Thousand Four Hundred Fifty Dollars (\$5,450.00) (hereinafter called the purchase price), on account of which Four Thousand Fifty Dollars (\$4,050.00) 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: \$1,400.00) to the order of the seller in monthly payments of not less than Eighty and no 100 Dollars (\$80.00) each,

payable on the 10th day of each month hereafter beginning with the month of AUGUST, 1977, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; ~~provided that~~ ^{Interest to be included in} said purchase price shall bear interest at the rate of 5 per cent per annum from ~~the date~~ 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 is to be held primarily for buyer's personal, family, household or agricultural purposes.

not less than \$, in a summaary of amounts satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear, and all proceeds of insurance to be delivered to the seller as soon as insured. As to the buyer's debt to the seller, and his liability for water rates, taxes or charges at or before payment and pay for such insurance, the seller may do so and, by payment so made, shall have a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver; however, at my right arbitra-

REFERENCES

IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty [A] or [B] if not applicable. If warranty [A] is applicable and if the seller is a creditor, at 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.

E. W. Lange, 7524 S.E Macadam, Portland,
Georgia & Peter Pehrsson, Oregon 97119
1007 S. Ash, Tacoma, Washington

1987-47 REVENGE
SELLER OF NAME AND ADDRESS
Roger and Jendy Worington
650 22nd Ave.
Longview, Washington 98632
PURCHASER OF NAME AND ADDRESS

Allot retarding return to:
Roger and Wendy Herrington
650 22nd Ave.
Longview, Washington 98632

NAME, ADDRESS, ZIP
Until a change is requested fill tax statement and mail to the following address.
Roger and Wendy Herrington
650 22nd Ave.
Laramie, Washington 98632

Wish List for
Our Next Conference

Sample examination

County of SISKIYOU
I certify that the within instrument was received for record on the 17th day of January, 1978, at 11:00 o'clock A.M., and recorded in book 74 on page 142, or as file/reel number _____.

Record of Deeds of said county.
Witness my hand and seal of

County affixed.

~~Subpoena~~ Recording Officer
Date 10/10/04 Deputy

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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 therin, or fail to perform any covenant herein contained, then said purchase may with the intent thereof, (1) to declare this contract null and void, (2) to declare the whole unpaid amount, plus balance of all rights and interest created or then existing in favor of the buyer, null; or (3) to foreclose this contract by suit in equity, and in any event, to recover possession of the premises above described and all other rights acquired by the buyer under this instrument, and to have a writ of execution issued to any sheriff or constable to sell the same at public auction, and to have the buyer or his assigns pay to the plaintiff in such action, the sum of \$5,450.00, plus interest thereon from the date of default, and to have the buyer pay to the plaintiff, all costs of such default, all payment thereto made by the seller in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land above sold, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereto belonging.

The buyer further agrees that failure by the seller of 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 subsequent 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 \$ 5,450.00. (However, the actual consideration shown in the title documents differs by \$100.00, or \$100.00 which is reasonable consideration (Indicate which).)

In case suit or action is instituted to enforce this contract, or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may, in its judgment, reasonably allow attorney's fees to be allowed against him in said suit or action and if an appeal is taken from any judgment or decree appealed, the buyer further agrees to pay such sum as the appellate court shall adjudicate 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 contract so requires, the singular be made, assumed and implied to take the plural and vice versa equally to corporations and 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 thereto by order of its board of directors.

Roger H. Ferguson
Roger Ferguson

Vivian Ferguson
Vivian Ferguson

Georgia Lehrenson
Georgia Lehrenson

Peter Lehrenson
Peter Lehrenson

NOTE—The sentence between the two signatures, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, {
County of Multnomah } ss.
August 19, 1977

STATE OF OREGON, County of
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ss.

Personally appeared

and

who, being duly sworn,
each for himself and not 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 as aforesaid.

Before me:

(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires Oct 1, 1978

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires:

Section 4 of Chapter 61x, Oregon Laws 1977, provides:

"(1) All instruments concerning real property title to my real property, or an interest therein, shall be in writing, and the fact that the instrument as executed and the parties are bound, shall be acknowledged in the manner provided for in section 61x-103, unless otherwise provided by the title holder, conveyee, or grantee, or memorandum thereof, shall be recorded by the recorder or not later than 10 days after the instrument is executed and the parties are bound thereby."

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

STATE OF OREGON, WASHINGTON

County of Pierce } ss.

FORM NO. 23 — ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day of August 1977,
I, the undersigned, a Notary Public in and for said County and State, personally appeared the within
Georgia Lehrenson and Peter Lehrenson, wife and husband,

known to me to be the identical individuals 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.

Notary Public for Oregon, Washington
My Commission expires Sept. 28, 1977

