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CONTRACT—REAL ESTATE

BOOK 24 PAGE 9

2-5-77-400
 THIS CONTRACT, Made the day of December , 1977 , between
 Yolanda L. Stewart, widow of James Moodie Stewart

of the County of Multnomah and State of Oregon , hereinafter called
 the first party, and Billy Hakala, a single person

of the County of Multnomah and State of Oregon , hereinafter called the second party.

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinabove 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:

A tract of land located in Sections 19 and 30, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the point on corner common to Sections 19 and 30 aforesaid; thence North 375 feet along the West line of the said Section 19; thence in a Southeasterly direction to intersection with the South line of the said Section 19 at a point 605 feet Easterly of the point of beginning; thence Westerly along said South line (continued on back)

for the sum of Eight Thousand and no/100----- Dollars (\$8,000.00)
 on account of which Dollars (\$3 none)

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 eight per cent per annum from December 1 , 1977 , on the dates and in amounts as follows:

Ninety-six consecutive monthly installments of One Hundred Thirteen Dollars and Ten Cents (\$113.10), including interest. The first of said installments shall become due and payable on the first day of January, 1978, and a like installment to be paid on or before the first day of each calendar month thereafter.

Buyer agrees to pay all property taxes for the current tax year, all excise and transfer taxes and also the costs of recording and the insurance policy of title insurance.

The buyer takes and accepts the property subject to all taxes, assessments, charges, liens and encumbrances now or hereafter existing thereon, and the seller shall remain liable for all taxes, assessments, charges, liens and encumbrances now or hereafter existing thereon, except those taxes, assessments, charges, liens and encumbrances which are specifically mentioned herein. All taxes, assessments, charges, liens and encumbrances which are specifically mentioned herein shall be paid by the seller.

IMPORTANT NOTICE TO SELLER: By law, the seller may make a general and unconditional warranty (R.C.O. 136) or (S.R. 136) if applicable. If warranty (R.C.O.) is applicable, and if the seller is so required, at such time as specified in the County Surveyor's Report (Supplement F), the seller MUST complete the Act and Resolution by making required disclosure. For this purpose, see Statement Form No. 136B or similar unless the contract will provide otherwise. The guarantee of a dwelling to which access was given, shall form No. 136F or similar.

Yolanda L. Stewart
 4215 N. E. 47th Avenue
 Portland, Oregon 97218
 (SELLER'S NAME AND ADDRESS)

Billy Hakala
 2825 S. E. Stark Street
 Portland, Oregon

Buyer's Name and Address

After recording return to _____

CASE NUMBER 24

Send a copy of record to my address _____

NAME ADDRESS ZIP

STATE OF OREGON

County of Multnomah

I certify that the within instrument was received for record on the day of December , 1977 , at o'clock P.M., and recorded in book on page or as file/reel number .

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer
 By S. W. _____ Deputy

Dec 6 1977

The first party agrees that at his expense and within days from the date hereof, he will furnish unto second party a title insurance policy insuring for an amount equal to said purchase price, numbered in red ink or blue ink on the face of the instrument, or in black ink, the date of the agreement, and certifying the title to the property, and containing a statement of record if any other person or persons than the first party and grantee prior is fully paid and upon request and upon cessation of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the date herein and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, reserving, however, the said covenants and restrictions and the taxes, municipal and water rents and public charges as assessed by the second party and further excepting all taxes and encumbrances created by or arising on account of the same.

If in the opinion of the first party, he will 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 said purchase price with the interest thereon at the rate of 12% per annum; (3) to require the first party to pay such sum in equity, and in any of such cases, all costs of suit and attorney's fees, and the expenses of defense in case of the second party delayed under this instrument 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 absolutely fully and perfectly as if this agreement had never been made.

8,000.00

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 8,000.00, which amount is the actual consideration amounts of one million dollars plus or minus agreed upon in the original instrument.

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 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 such 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.

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 event bar the second party from enforcing the same, nor shall any waiver by the first party of any breach of any provision herein be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself.

In construing this contract, it is understood that the first party or the second party may be more than one person, this is to the intent so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, that generally all grammatical changes shall be made, assumed and implied to make the provisions herein 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.

NOTE—the sentence between the symbols () if not applicable, should be deleted. See ORS 91.630.

STATE OF OREGON, }
County of Multnomah }
Date of 19 / / 19 / /

STATE OF OREGON, County of _____

Jas.

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 _____, a corporation,

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

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: _____

(SEAL)

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires _____

Notary Public for Oregon
My commission expires _____

Section 4 of Chapter 616, Oregon Laws 1925, provides:
(1) All instruments contravening section 4116 to any portion of a line under claim of a title owner, having been recorded before the date that the instrument is filed, and the parties are found, shall be acknowledged, in the name and before the Notary Public, and the instrument, or memorandum thereof, shall be recorded by the conveyancer not later than 15 days after the instrument is executed and the parties are bound thereby.

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

DESCRIPTION CONTINUED

605 feet to the point of beginning; and

All that portion of the West 605 feet of the Northwest Quarter of the Northwest Quarter of the said Section 30 lying Northerly of the 300 foot strip of land acquired by the United States of America in condemnation proceedings for the Bonneville Power Administrations' electric power transmission lines.

TOGETHER WITH those certain rights conveyed to Max M. Dwyre and Nellie V. Dwyre husband and wife in that certain easement deed dated September 3, 1940 as conveyed by the United States Department of the Interior, noting by and through the Bonneville Power Administration on a 300 foot strip of land acquired for electric transmission lines.