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CONTRACT—REAL ESTATE

BOOK 74 PAGE 9

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2-5-17-1600

THIS CONTRACT, Made the \_\_\_\_\_ day of December, 1977, between  
Yolanda L. Stewart, widow of James Moodie Stewartof the County of Multnomah and State of Oregon, hereinafter called  
the first party, and Billy Hakala, a single person

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 hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-  
ing 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 one sect 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 none Dollars (\$ none )  
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-  
mainder 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 purchaser's policy of title insurance.

The buyer takes title subject to the parties' covenants and agreements with the seller and the property described in this contract.

(A) The buyer shall be responsible for the payment of all taxes, including property taxes, and all other charges and expenses incident to the purchase of the property.

(B) The buyer shall be responsible for the payment of all taxes, including property taxes, and all other charges and expenses incident to the purchase of the property.

(C) The buyer shall be responsible for the payment of all taxes, including property taxes, and all other charges and expenses incident to the purchase of the property.

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(X) The buyer shall be responsible for the payment of all taxes, including property taxes, and all other charges and expenses incident to the purchase of the property.

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(AA) The buyer shall be responsible for the payment of all taxes, including property taxes, and all other charges and expenses incident to the purchase of the property.

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(AM) The buyer shall be responsible for the payment of all taxes, including property taxes, and all other charges and expenses incident to the purchase of the property.

(AN) The buyer shall be responsible for the payment of all taxes, including property taxes, and all other charges and expenses incident to the purchase of the property.

(AO) The buyer shall be responsible for the payment of all taxes, including property taxes, and all other charges and expenses incident to the purchase of the property.

Yolanda L. Stewart  
4215 N. E. 47th Avenue  
Portland, Oregon 97218Billy Hakala  
2825 S. E. Stark Street  
Portland, Oregon

BUYER'S NAME AND ADDRESS

After recording return to:

NAME ADDRESS ZIP

If a change is received all tax statements shall be sent to the following address:

NAME ADDRESS ZIP

STATE OF OREGON

County of Multnomah

I certify that the within instru-  
ment was received for record on the  
27th day of December, 1977,  
at 11:00 o'clock P.M., and recorded  
in book 74 on page 9 or as  
filed number

Record of Deeds of said county.

Witness my hand and seal of  
County affixed.

Recording Officer

By E. McLaughlin Deputy

SPACE RESERVED  
FOR  
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The first party agrees that at his expense and within 20 days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or subsequent to the date of this agreement, save and except the usual limited exceptions and the building and other construction and easements now of record, if any. First party 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 second party, his heirs and assigns, free and clear of all encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or assumed by, through or under first party, including, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further carrying all liens and encumbrances created by the second party or his assigns.

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 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 the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reversion in the first party without any deduction of interest or cost of re-entry, 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 8,000.00

amount of consideration other property or value given or promised or to be given or promised in exchange or interest therein

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 in its 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 way affect the first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof 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, that if the contract so requires, the singular pronouns 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.

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See OES 93.030.

STATE OF OREGON,

County of Washington

Personally appeared the above named

most to be

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires

STATE OF OREGON, County of Washington

Personally appeared

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 acknowledge said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires

(SEAL)

Section 4 of Chapter 618, Oregon Laws 1975, provides:

"(1) All instruments transferring 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. In the absence of such acknowledgment, 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

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 Administration's 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 of America Department of the Interior, noting by and through the Bonneville Power Administration on a 300 foot strip of land acquired for electric transmission lines.