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REAL ESTATE CONTRACT

SKINIS

THE CONTRACT, made and entered into this 114th day of JULY, 1970

ALLEN G. SHORT AND BETTY L. SHORT, Husband and Wife

he waster called the "seller," and MICHAEL ALLEN GRACE, an unmarried man

Beritinfler called the "purel user,"

MITTINESSEARS: The the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following SKAMANTA decided real estate, with the appurtenances, in County, State of Washington:

LEGAL DESCRIPTION ATTACHED AND MADE A PART HERETO:

The terms and conditions of this contract are as follows: The purchase price is FOUR TROUSAND AND NO/100 ---MG ONE THOUSAND FIVE HUNDRED AND NO/100---- (\$ 4,000.00) Dollars, of which Ecca paid, the receipt whereol is hereby acknowledged, and the balance of said purchase price shall be hald as follows:) Dollars have (\$ 200.00) Dollars. day of AUGUST ---- (\$ 200.00) Dollars, day of each succeeding calerdar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price per cent per annum from the 20th day of JULY at the rate of 1.0 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at Allen G. and Botty L. Shurt: 18141 Sprimwater or at such other place as the seller may direct in writing.

Rd. South, Oregon City, Oregon 97045 Rd. South, or at such other place as the seller may direct in writing.

TEMPORAL COLLE Amount Peid Spinania Cos y Treate Light her As referred to in this contract, "date of rlosing" shall be___

July 20, 1978

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrancy, or has a sumed payment of or agreed to purchase subject to, any laxes or assessments now a lien on said real estate; the purchaser agrees to pay the same before delinquency.

real estate, the purchaser agrees to pay the same before definquency (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or company by both fire and windstorm in a company acceptable to the seller and for the peller's wenefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements the con nor shall the purchaser or zeller or the assigns shall be held to any covenant respecting the condition of any improvements the con nor shall the purchaser or zeller or the assigns shall be held to any covenant or reperent for alternitions, improvements the contained and the relative of the purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said teal estate or any part thereof for public us, it and agrees that no such damage, destruction or taking shall constitute a follure of consideration. In case any part of still real estate is taken for public use, the portion of the condemnation award to the condemnation award to the condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such insurance remaining after payment of the reasonable expense of procuring t

purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Transamerica IIII insurance Company, insuring the purchaser to the full amount of standard form, or a commitment loss are damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Prinical general exceptions appearing in as at policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hersunder is to be made subject; and

E. Any existing contract or contracts under which teller is purchasing said real estate, and any mortgage or other obligation, which which which purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to taid real estate is subject to an existing contract or contracts under which where it reincluding risk that can state of any most page or other obligation, which seller is in pay, seller agrees to make such payments in accordance with 19th contract or produce the failth way any jay represent next failing due the right to track any payments next selling due the payment is not failth to the contract.

(7) The celler agrees, upon receiving full payment of the purchase price and interest in the matter above specified, to extend and deliver to purchaser a suitutory warranty full filment. Real to said real estate, excepting into part thereof hereafter taken for public use, free of encurabrances except any that may attach after date of closing through any percent that the seller, and deliver to purchaser a stitutory warranty Fulfilment. deed to cald real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any paragraph other than the solar, and subject to the following:

covenants, conditions, restrictions and easements of record

(8) Unless a different date is provided for hardin, the purchairs shall be entitled to possession of said that estate on date of closify and to retain puscession so long as purchaser is not in default hereunder. The purchair covenants to keep the buildings and other improvaments on said real estate in good repair and not to permit waste and not to the or permit the use of, the real estate for any illegal purpose. The perchaser covenants to pay all service; installation or construction charges for water, sewer, electricity, garbage or other utility purpose. The perchaser covenants to pay all service; installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser falls to make any payment herein provided or to maintain insurance, as herein required, the seller may make to pay payment or effect; cuch insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon such payment until readd, shall be repayable by purchaser on teller's demand, all without prejudes to any other right the refler might have by a uson of ruch default.

(10) Time it of the resource of this contract, and it is perced that in case the curchaser shall fail to people with

might have by a uson of ruch default.

(19) Time is of the essence of this contract, and it is agreed that in cue the purchaser shall fall to except with or perform any condition or agreement hereof or to make any payment required hereunder groundly at the time and in the manner herein required, the condition or agreement hereof or to make any payment required hereunder groundly at the time and in the manner herein required, the coller any elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments under by the purchaser have right to re-cater and take possession of the real estate; and no waiver by the seller as liquidated damages, and the salies shall be construed as a waiver of any subsequent default.

Service upon purchaser's rights herein the payment of the purchaser shall have right to upon subsequent default.

Service upon purchaser's did demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, riterted to the purchaser as his address last known to the sellow, and by United States Mail, postage pre-paid, return receipt requested, riterted to the purchaser as his natures is as known to the sellow, the purchaser's rights and expenses in connection with such suit, hereunder, the purchaser agrees to pay a reasonable sum as sittorney's fees and all costs and expenses in connection with such suit, which is the solice shall being suit to procure an adjudication of the termination. If the purchaser's rights hereunder, and judgment is so

auma snau se incussed in any judgment or decree entered in such suit.

If the seller skall being suit to procure an adjudication of the termination of the purchaser's rights bereunder, and judgment is so entered, the purchaser agrees to pay a trasponable sum as attorney's fees and all rests and expenses in connection with such suit, and also respect to pay the reasonable cost of scarching records to determine the condition of title at the date such suit is commenced, which sum, the included in any judgment or decree catered to such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

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ALLEN G	. El'ORR	* /		'E	TCHAEL	ALLEN	GRACE		4
	Α.	r ;		ALC:	. 1				П

STATE OF WASHINGTON COUNTY OF Clark On this day personally appeared before me Allen G. & Betty L. Short to me known to be the individual described in and who excepted the within and foregoing instrument,

BETTY L. SHOW

and ir how redeed that they signed the same for the uses and parposes therein mentioned.

GIVEN under any hand and official seal this day of the Tuly 19.78 Notary Public in and for the State of Washington, residing at Vancouver

STATE OF WASHINGTON	09
COUNTY OF	
On this day of before me, the undersigned, a Notary	Public in and for

the State of Wash ington, duly commissioned and sworn, personal y appeared. to ms known to be the President and Secretary,

respectively, of that executed the foregoing instrument, and acknowledged the corporation that executed the foregoing instrument and deed of said corportine said instrument to be the free and voluntary act and deed of said corporting said instrument and that the seal attent of the uses and purposes therein mentioned and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate scal of said corporation.

Witness my hand and official scal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at

	Transamerica Title Insurance Services
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FILED FOR RECORD AT REQUEST OF

L'ALSTEREN S INDEXED: INC. INDIRECT'S RECORDED COMPARED MAILED

Transamerica Title insurance Jampany

WHEN RECORDED RETURN TO ENS, State, Zip

THIS SPACE PROVIDED FOR HEMORDER'S USE:

THE OPER CHAPTER THAT THE DITUME METALINETT OF THE HOD. PLED DI Alex Co Title Co trevenson ? les July 12 m 28 11.30AN. SUDON IN FOCIL AT PAGE 1-19 OF DICAMANNA CYCLRITY, WARM COUNTY AUDITOR beach ********** Amount Paid ...

Symania Courty Tregarity By I Described Light Co. As referred to in this contract, "date of closing" shall be...

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or	more at purchaser's option, on or before the	15 th.	day of	AUGUST			1978	
and	WO HINDRED AND NO / TO)			(\$ 200	On.) Dollars,	
· vr	more at pure and option, on or before the	: 15th	day of e	ch succeeding	calendar month	until the balanc	e of sald	
	rchate price shall have tren fully paid. The p							
at	the rate of 10 per cent per an	num from the	20 th	lay of ၂၂၂	LΥ		, 1978 ,	
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	at such other place as the seller may direct in	writing.	Rd So	ith, Ore	gon City,	Oregon	97045	u
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(1) The putchaser assumes and agrees to pay before delings may all takes and attackments that may as between granter and grantee hereafter become a sign on said real estate; and if by the terms of this contract the putchaser has assumed payment of any mortgage, confined or other escumbrance, or has assumed payment of or agreed to purchase subject to, any takes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price to fally raid, to keep the building, now and hereafter placed an said real estate red to the actual cosh value thereof against lost or damage by but of the and we fit will be a temporary acceptable to the seller and for seller's benefit, as his interest may appear, and to pay all parameters thereof, and to chave all policies and renewals thereof to insured to the

(2) The purchaser agrees that full inspection of said reas extricting then had been really at really, the selve nor his essigns shall be held to any covenant respecting the condition of any improvement. The on the really had been on the assigns of either be held to any covenant or agreement for ulterations, improvements or repairs unless the assessment of agreement reflect on as cantalered herein or as in writing and attached to and made a part of that exattact.

in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to an electronic of any import meets now on said real estate or hereafter placed thereon, and of the taking of said east estate or any part of such and of the taking of said east estate or any part of such scale chate is taken for public use. But damage, destruction or taking shall constitute a fedure of consideration. In case any part of such scale chate is taken for public use the perform of the conformation award remaining after payment of tensor and procurate the same the same table part applied as payment on the purchase pitch herein unless the sellor elects to allow the purchaser to again all or a procure of any improvements absorbed by such same to pay to the responsibility to the responsibility and the purchase remaining after payment of the responsibility approximation of the conformation or rebuilding of such improvements within a reasonable time, unless curchaser elects that said proceeds that to part to the seller for application on the purchaser which having.

(5) The seller has delivered or surves to deliver with 0.3% its a of the date of the mane a purchaser's policy of title incurance in standard form, or a commitment therefor, thurst by leasurements This insurents Company injuring the purchaser to the full amount of said purchase price against loss or damage by reason of detect in seller's title to said real state, as of the date of clusing and containing no exceptions dilute than the following:

a. Printed general exceptions appearing in said policy form;

b. Liens or encumbrances which by the terms of this contract the purchaser is to maume, or as to which the conveyance hereunties is to be made subject, and

e. Any existing contract or contracts under which seller is nurshading said real extracy and any merigine or other obligation, which weller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be decared detects in seller's title

Fam No. W-144.

A TRACT OF LAND LOCATED IN THE NORTH HALF AF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE " E W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF A HO FOOT COUNTY ROAD KNOWN AS BURNS ROAD WHICH IS 1,718.76 FEET NORTH AND 1,122.65 FEET WEST OF THE SECTION CORNER OF 20, 21, 28 \$ 24, TOWNSHIP 2 NORTH, PANGE 5 E.W.M.; THENCE SOUTH 20936 WEST 25.76 FEET ALONG THE CENTER OF SAID ROAD TO CO. ENG. STATION 38; THENCE SOUTH 48020 WEST 124.35 FEET TO THE TRUE POINT OF BEGINNING. CONTINUING ALONG SAID ROAD FOR 124 FEET; THENCE CONTINUING ALONG SAID ROAD FOR 124 PLET; THENCE NORTH 89°301 WEST 350 FEET MORE OR LESS TO THE CENTER OF THE NORTH FORK OF THE WASHOUGAL RIVER, THENCE UPSTREAM NORTH RO EAST 101 FEET, THENCE CONTINUING IN A EASTERLY DIRECTION TO THE TRUE POINT OF BEGINNING.

EXCEPT THE RIGHT OF WAY FOR ROADWAY KNOWN AS NORTH FORK ROAD.

(16) Time is of the essence of this contract, and it is agreed that
condition or agreement hereof or to make any payment required herematic, and upon his doug so, an payment of the purchaser's rights herewider terminated, and upon his doug so, an payment of the seller shall be required herematic and all improvements placed upon the real estate shall be forfeited to the seller as liquidated drages, and the seller shall have right to re-enter and take possession of the real estate shall be forfeited to the seller as liquidated drages, and the seller shall have right to re-enter and take possession of the real estate shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, todices or other papers with respect to forfeiture and ter-anation of purchaser's rights may be sometimed by United States Mail, postage pre-pain, tertur receipt requested, directed to the purchaser at its address last known to the relative states the collection of purchaser's rights may be pre-pain, terture receipt requested to the contract, including suit to collect any payment required for the purchaser agains to pay a reasonable sum as atterney's feet and all casts or repentate in connection with such cult, which fortunder, the purchaser agains to pay a reasonable sum as atterney's feet and all casts or repentate in an independent of the collection with such cult, which it is aller shall bring but to procure an adjudication of the termination of the purchaser's rights hereunder, and Judgment is to sures shau be included in any judgment or decree entered in such suit.

If the seller shall bring built to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is to entered, the purchaser agrees to pay a reasonable sum as attorney's feet and all cechs and expenses in connection with such suit, and also entered, the purchaser agrees to pay a reasonable sum as attorney's feet and all cechs and expenses in connection with such suit, and also the reasonable cost of searthing records to determine the condition of the at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit. IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above. STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF On this day of hefore me, the undersigned, a Notary Public in and for the State of Wash-COUNTY OF ... Clark..... On this day personally appeared before me ington, duly commissioned and sworn, personally appeared Allen C. & Betty L. Short to me known to be the individual described in and who executed life within and foregoing instrument, and acknowledged that they signed the same respectively, of their executed the foregoing instrument, and acknowledged the corporation that executed the foregoing instrument to be the free and volur ary act and deed at said corporting all instrument to be the free and volur ary act and deed at said corporation in the said instrument and that the said t nit, the if free and voluntary act and deed. for the uses and purposes therein mentioned. authorized to enceute the said instrument and that the seal affixed is the corporate seal of said corporation. day if wally 197 hand and official seal this Witness my laind and official seal hereto affixed the day and year first above written. Store Property Com Notary Public in and for the State of Washington, Netary Public in and for the State of Waaliresiding at . ington, residing at Vancouver THIS SPANE MANUFACTOR ASSESSMENT HIS USE Trangamental Title Insurance Compan = Transamerica THE PULL THE STREET Title Insurance Services A STORY OF PARTY WATER INCERCO LINE May coult for FILED FOR RECORD AT REQUEST OF INDINEC+: RECORDED: war grang in the 1 -25 COMPARED HAILED WHEN RECORDED RETURN TO " & Balance Addross. Supplementario Consequence and Section Section City, State, Alp