88414 BOOK 76 PAGE 435

FORM No. 47—CONTRACT—REAL ESTATE—Partial Payments (Individual or Corporate) (Truth-in-Lending Series)

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THIS CONTRACT, Made the 13th day of November, 1978, between WILLAMETTE LAND, INC, AN Oregon Corporation of the County of Linn and State of Oregon, hereinafter called the first party, and Jerry D. Miller 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 hereinafter 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:*

That portion of Section 29, Township 3 North, Range 5 Rast W.B. & M. Skamania County, Washington- Lying Easterly of Skamania Mines Road

Except: The most Northerly 20 Acres and the South 40 Acres of the above described parcel

Containing 46 acres more or less

Except 50% of mineral rights on South Half of S. E. Quarter of Section 29, Township 3 North, Range 5 East, and those mineral rights previously reserved.

THERE IS NO PENALTY FOR PREPAYMENT

6634

APR 1979 RECEIVED

207

Lawrence J. Wallace Co

for the sum of 20,700.00 Twenty-Thousand Seven hundred *Dollars* ($ 20,700.00)
on account of which One Thousand ----------no/100------ *Dollars* ($ 1,000.00)
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 9 *per cent per annum from* January 15, 1979, *on the dates and in amounts as follows:* Not less than $100.00 starting February 15, 1979 and similar payments on the same day of each and every month thru August 15, 1979, with not less than $150.00 starting September 15, 1979 and similar payments on the same day of each month and every month thereafter until the balance hereunder both principal and interest is paid in full.

The buyer (also called second party) 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) for an organization or person other than a natural person, or for business or commercial purposes other than agricultural purposes.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party in consideration of the premises hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises and growing, and to pay the same at any time thereof before past due, that he will keep all buildings now or hereafter erected on said premises insured against loss or damage by fire (with extended coverage) in an amount not less than $

in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

In case the second party or those claiming under him shall pay the several sums of money aforesaid punctually and at the times above specified, and shall wholly and faithfully perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall deliver unto the order of the second party, upon the surrender of this agreement, a title insurance policy showing title as of this or subsequent date and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of all encumbrances, excepting, however, the above mentioned taxes and assessments and a contract balance owed to Robert Cole.

and all here and equitable, created by the second party, or second party's assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the short 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 revest in the first party without any declaration of forfeiture or act 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 $ 20,700.00 XXXX

88414

CONTRACT

(FORM No. 47)

SELLER'S NAME & ADDRESS

BETWEEN

AND

Address

Address

Dated

Lot

Block

Addition

STATE OF OREGON, County of Linn } ss.

I certify that the within instrument was received for record on the 5th day of April, 1979, at 11:50 o'clock A.M., and recorded in book M76 on page 435 or as filing fee number 58414, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Lynn Hotel

Recorder of Deeds & Ex-Off. Title.

By [illegible] Deputy.

AFTER RECORDING RETURN TO

RECEIVED

MAILED

Abs. to Title Co

RECEIVED PAYMENTS ON WITHIN CONTRACT, AS FOLLOWS:

DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE

STATE OF OREGON,
County of Linn } ss.
November 14, 19 78

Personally appeared the above named Jerry D. Miller and James H. Sapp and acknowledged the foregoing instrument to be A voluntary act and deed.

Before me:

(SEAL) [illegible]

Notary Public for Oregon

My commission expires: [illegible]

STATE OF OREGON, County of ..... } ss.

..... 19 .....

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 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:

Notary Public for Oregon ..... (SEAL)

My commission expires:

Unofficial Copy