

THIS CONTRACT, made the 13th day of November, 1978, between

of the County of Linn and State of Oregon, hereinafter called "the first party, and Jerry D. Miller

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:

That portion of Section 29, Township 3 North, Range 5 East
W.B. & M. Skamania County, Washington Lying Easterly of Skamania
Mines Road 11150

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 PRE PAYMENT

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 (hereinafter called the second party) waives all 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 if one of buyer is a natural person) in for business or commercial purposes other than agricultural purposes.
Taxes for the current tax year shall be prorated between the parties based on the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes heretofore levied and all public and municipal taxes and assessments heretofore imposed upon said premises and to pay all taxes and other charges under law which shall be kept off all buildings now or hereafter erected on said premises in favor of the first party against loss or damage by fire, with extended coverage, in an amount not less than \$

in a company of insurance satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party or first party's interest now or hereafter to be delivered all policies of insurance on the premises to the first party as soon as insured. All improvements placed thereon, and all rents, issues and reverses therefrom, shall be paid over to the first party.

In case of any increase in taxes charged under law which shall pay the several sums of money increased proportionately and at the times above specified, and shall wholly and entirely 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 covering title as of this or subsequent date and a good and sufficient deed of conveyance, covenants and premises as in ample, free and clear of all encumbrances, excepting however the above mentioned taxes and instruments and a contract balance owed to Robert Cole.

and all fees and expenses, caused by the second party, or second party's assignee.
But in case the second party shall fail to make the payments aforesaid, or any of them, respectively and/or on the due date or on the due date or before the due date of payment, or if the second party fails to pay any of the amounts of payment and strict performance being delayed for the cause of the non-delivery of 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 premises here with the interest thereon at once due and payable under (1) to fore-hire this contract by suit in equity, and in any of such cases all the right and interest hereby created, according to the true intent and tenor thereof, by this instrument, shall utterly cease and determine, and the premises aforesaid shall revert and be reverts to the first party without any declaration of forfeiture or act of entry, or without any other act by first party to so perform, and with no right to the same, except that the first party of termination or cancellation for money paid or for improvements made as aforesaid fully and perfectly as if this instrument had been executed.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 20,700.00

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF Linn, OREGON, ON THE 13TH DAY OF NOVEMBER, 1978.

And in case suit or action is instituted to enforce any of the provisions hereof, second party agrees to pay to such sum as the court may award reasonable attorney's fees to be allowed plaintiff in any suit or action and if an appeal is taken from any judgment or decree of any trial court, the buyer further promises to pay all costs as the appellate court shall adjudge reasonable to plaintiff's attorney's fees and expenses.

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 first party's right hereunder to enforce the same, nor shall any waiver by first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or in a waiver of the provision itself.

In construing this contract it is understood that words, terms and phrases used in this instrument shall mean what they generally do in the language of the English language, the plural, the singular, the feminine and the neuter, and that generally all grammatical genders shall be made, construed and applied 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 thereto by its officers duly authorized thereunto by order of its board of directors.

WILLAMETTE LAND, INC.

By: *Jerry D. Miller*
Jerry D. Miller

Jerry D. Miller

Jerry D. Miller

IMPORTANT NOTICE: Dealer, by filing out, whatever photo and whatever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is in default, at such time as defined in the Truth-in-Lending Act, the consumer may file a complaint with the state or local consumer protection agency, distributor or manufacturer. See Form No. 1308 or similar unless the contract will include a first lien to finance the purchase of a dwelling in which event use Stevens-Hast Form No. 1307 or similar.

NOTE: The sentence between the signature lines is not applicable in California. See California Civil Code Section 91030. (Material acknowledgement must be written).

Until a charge is requested, all
tax statements shall be sent to
the following name and address

