

59685

CONTRACT - REAL ESTATE

THIS CONTRACT, Made this 27th day of September, 1979, between

Ida P. Colver, hereinafter called the seller,
and Kent R. Smith and Janice R. Smith, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Skamania County, State of Washington, to-wit:

Lots 8 and 9, Block 1, Woodard Marina Estates,
Skamania Landing, Washington.

No. 7203
TRANSACTION EXCISE TAX

OCT 9 1979
Amount Paid: \$380.00

Skamania County Treasurer
By: [Signature]

for the sum of Thirty-two thousand and no/100 (\$32,000.00) (hereinafter called the purchase price) on account of which Eight thousand and no/100 (\$8,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

Five annual payments at 11% per annum on the unpaid balance.
First payment is due one year from date of contract, -
Five equal principal payments of \$4,800.00 plus interest at 11%.

Purchasers shall pay all property taxes and liens, due on the property.

The buyer, vendee, and assignee shall be deemed to have accepted the real estate described in this contract as it is shown on the plat or map of the same, and the seller, vendor, and assignor shall be deemed to have warranted the same as shown on the plat or map of the same, and the buyer, vendee, and assignee shall be deemed to have accepted the real estate described in this contract as it is shown on the plat or map of the same, and the seller, vendor, and assignor shall be deemed to have warranted the same as shown on the plat or map of the same.

The buyer, vendee, and assignee shall be deemed to have accepted the real estate described in this contract as it is shown on the plat or map of the same, and the seller, vendor, and assignor shall be deemed to have warranted the same as shown on the plat or map of the same, and the buyer, vendee, and assignee shall be deemed to have accepted the real estate described in this contract as it is shown on the plat or map of the same, and the seller, vendor, and assignor shall be deemed to have warranted the same as shown on the plat or map of the same.

The seller, vendor, and assignor shall be deemed to have warranted the real estate described in this contract as it is shown on the plat or map of the same, and the buyer, vendee, and assignee shall be deemed to have accepted the real estate described in this contract as it is shown on the plat or map of the same, and the seller, vendor, and assignor shall be deemed to have warranted the same as shown on the plat or map of the same.

IMPORTANT NOTICE: Before signing this contract, the buyer should read the entire contract carefully. If the buyer is not satisfied with the terms of the contract, he should not sign it. If the buyer signs this contract, he agrees to the terms and conditions of the contract.

Ida P. Colver
3520 S. W. 44th Avenue
Portland, Oregon 97221

Dr. & Mrs. Kent R. Smith
15125 N. W. Oakmont Loop
Beaverton, Oregon 97005

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Ida P. Colver
3520 S. W. 44th Avenue
Portland, Oregon 97221

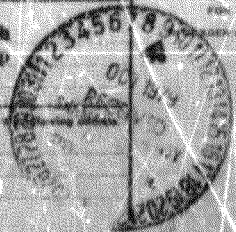
REGISTERED
INDEXED: S.R.
INDEXED: S.R.
RECORDED: S.R.
COMPARED: S.R.
MAILED: S.R.

STATE OF WASHINGTON
County of Skamania

I certify that the within instrument was received for record on the 10th day of October 1979 at 11:00 o'clock A.M. and recorded in back/reel volume No. 77 on page 334-5, or in document book No. 29625 Record of Deeds of said county.

Witness my hand and seal of County office.

J.P. Todd Auditor
B. Babcock Deputy



And it is understood and agreed between said parties that there is no the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 30 days of the time limited thereafter, or fail to keep any agreement herein contained, then the seller or his heirs shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said property price with the interest thereon of once day and payable, (3) to withdraw said deed and other documents from escrow and/or to place the same subject to call as equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and terminate and the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and be held in and sold without any right of redemption, or any other act of sale will be performed and without any right of the buyer of return, explanation or compensation for money paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments thereafter made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$32,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which):

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the final court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of said trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In continuing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the contract is required, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical rules shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and bind to the benefit of, in the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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.

Ida P. Colver

Kent R. Smith

Janice E. Smith

NOTE—The sentence between the symbols {}, if not applicable, should be deleted. See ORS 95.030.

STATE OF OREGON,

STATE OF OREGON, County of Multnomah

County of Multnomah

September 2, 1979

Personally appeared Kent R. Smith and Janice E. Smith

Personally appeared the above named

Ida P. Colver

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

and acknowledged the foregoing instrument as their 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 by the president and secretary of said corporation by authority of its board of directors and each of them acknowledged said instrument to be its voluntary act and deed.

NOTARY PUBLIC for Oregon
My commission expires 5/3/83

Notary Public for Oregon
My commission expires 5/3/83

ORS 95.030: All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date the instrument is executed and the parties are bound to be recorded, in the manner provided for a known instrument of deed, by the conveyer not later than 15 days after the instrument is executed, and the parties are bound to be recorded.

ORS 95.030: Violation of ORS 95.030 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)