

COLUMBIA GORGE BANK
TAYLOR, WASHINGTON

Columbia Gorge Bank
TAYLOR, WASHINGTON

Date: June 10, 1976

THIS CONTRACT IS MADE AND ENTERED INTO BY THE PARTIES HERETO, ON THIS DAY OF JUNE, 1976, AS FOLLOWS:

SELLER: ROBERT L. STUCKEY, RESIDENT AND DUSTY MANNING, CO-HOLDERS AND SELLERS OF THE LAND.

PURCHASER: C. R. HARRIS, RESIDENT AND CO-HOLDER OF THE LAND.

FOR THE PURCHASE OF THE LAND LOCATED IN SECTION 23, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE 1/4 MILE MARKER, DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTH HALF OF THE LAND LOCATED IN SECTION 23, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE 1/4 MILE MARKER, DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE FOLLOWING DESCRIBED TRACTS:

THE WEST 1,386 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE LAND LOCATED IN SECTION 23, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE 1/4 MILE MARKER, DESCRIBED AS FOLLOWS:

SUBDIVISION AGREEMENT FOR INGRESS AND EGRESS, UTILITIES AS GRANTED BY INSTRUMENT DATED FEBRUARY 9, 1979, AND RECORDED FEBRUARY 9, 1979, IN OFFICE OF CLERK OF SISKIYOU COUNTY, WASHINGTON, FILE NO. 88040, RECORDS OF SISKIYOU COUNTY, WASHINGTON. THE TRACT AND DESCRIPTION OF THE PROPERTY AS FOLLOWS: THE PURCHASE PRICE IS EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00), PAYABLE AS FOLLOWS:

FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) AT THE TIME OF PURCHASE, OR ON OR BEFORE THE 15TH DAY OF AUGUST, 1976, PLUS TAXES DUE AND THE RECEIVED PRINCIPAL THEREOF CAPITALIZED, AND THE BALANCE OF PURCHASE PRICE SHALL BE PAID AS FOLLOWS:

TWO HUNDRED AND NO/100 DOLLARS (\$200.00) ON THE 15TH DAY OF AUGUST, 1976,

AND TWO HUNDRED AND NO/100 DOLLARS (\$200.00) ON THE 15TH DAY OF AUGUST, 1977,

AND ELEVEN (11) PERCENT OF THE PURCHASE PRICE, PLUS TAXES DUE AND THE RECEIVED PRINCIPAL THEREOF CAPITALIZED, AND THE BALANCE OF PURCHASE PRICE SHALL BE PAID AS FOLLOWS:

ON THE 15TH DAY OF AUGUST, 1978, AND EACH AND EVERY MONTH THEREAFTER, THE PURCHASE PRICE SHALL BE PAID AS FOLLOWS: THE PURCHASE PRICE SHALL BE PAID AS FOLLOWS:

* ANY PROVISION IN THIS CONTRACT NOTWITHSTANDING, THE FULL PURCHASE PRICE, INCLUDING INTEREST, IS TO BE PAID WITHIN 5 YEARS FROM THE DATE OF THIS CONTRACT.

PURCHASE PRICE OF THE LAND, DESCRIBED AS FOLLOWS:

(1) THE PURCHASE PRICE IS AGREED TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND, PROVIDED THAT THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(2) THE PURCHASE PRICE IS AGREED TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(3) THE PURCHASE PRICE IS AGREED TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(4) THE PURCHASER AGREES TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(5) THE PURCHASER AGREES TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(6) THE PURCHASER AGREES TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(7) THE PURCHASER AGREES TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(8) THE PURCHASER AGREES TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(9) THE PURCHASER AGREES TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(10) THE PURCHASER AGREES TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(11) THE PURCHASER AGREES TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(12) THE PURCHASER AGREES TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

(13) THE PURCHASER AGREES TO PAY PRIOR TO DELIVERY OF THE LAND, EXCEPT THAT ANY DELAY IN DELIVERY OF THE LAND SHALL NOT BE CONSIDERED A BREACH OF THIS CONTRACT IF THE PURCHASE PRICE IS PAID PRIOR TO THE DELIVERY OF THE LAND.

STATE OF WASHINGTON
SKAMANIA COUNTY
RECORDS DEPARTMENT

13. If there is a different date for transfer by the grantor than the date of record, or if the date of record is later than the date of transfer, the date of record is not to count as transfer date. This is not to exclude the case where the date of record is earlier than the date of transfer, and the recordee has no notice of the transfer, or has notice of the transfer but does not file a protest. In such cases, the date of record is the date after which the transfer is entitled to protection.

14. If at any time the purchaser fails to make any payment without just cause or in manner required by law, his right to payment or offset such amounts, and any expenses arising by his failure, together with his right to sue for the recovery of the amount so paid, shall be assignable by the seller to another and shall be exercisable by the assignee, provided that the assignee shall be liable to the seller for all amounts so paid, and for all expenses arising from the exercise of such rights.

15. If any of the terms of this contract, or if it is found that in case the purchase price for the property is less than the amount agreed to in this contract, the seller may, without ceasing his liability under this contract, cancel the purchase rights, however retained, and upon his doing so, all previous rights, title, and interest in the property shall revert to him, and he shall be entitled to receive full compensation for the cancellation of the real estate, and no sooner by the seller of any amount on the part of the buyer, than the amount of the original consideration.

16. Seller agrees to pay all the taxes, interest, and other charges which may be levied against the property during the period of time the property is held by him, and to pay all expenses of the property which may be incurred by him in connection therewith.

17. Should seller's attorney not be able to enforce any claim of this contract, including that to recover the amount of the purchase price, or to judgment or garnishment of such sum:

18. The seller shall bring suit to recover an acceleration of the termination of his purchase rights as hereinabove provided, and to recover all costs of enforcement in connection with such suit, and also the reasonable costs of retaining records to determine the condition of title of the property until a decree is obtained, which may extend for a longer time than one year.

19. WITHIN FORTY-EIGHT HOURS, the parties hereto have executed this instrument as of the day and year above.

HELEN M. SMITH

Pete A. Broshaw
RECEIVED IN OFFICE
EDWARD MATTHEWS
HELEN M. SMITH

STATE OF WASHINGTON,

County of Skamania

On this the twenty-fourth day of June,

in the year of our Lord one thousand nine hundred and forty-eight, we, the undersigned, do hereby declare that we are the true and lawful owners of the property described in the instrument of record, and that we have the right to sell the same.

she

signed the same as

her

True and lawful owner(s).

for my true and personal benefit and use.

SIGNED under my hand and seal this

JUNE 24, 1948

M. M. 562

RECEIPT OF TAX

JUNE 24, 1948

Amount Paid

Skamania County Treasurer

By SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

THIS STATE RESERVED FOR DECODER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITING

INSTRUMENT OF WHICH IS HEREIN

CALLED A DEED

AT THE

WAS REC'D. ON

AND IS TO BE KEPT

RECORDED AS SOON AS POSSIBLE