

THIS CONTRACT, Made the 11th day of January, 1977, between

of the County of Linn and State of Oregon, hereinafter called
the first party, and Franka L. Alwood and Robert E. Alwood

of Linn 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 follow-
ing described real estate, situate in the County of Linn, State of Oregon, to-wit:

a parcel of land generally described as follows:

The most northerly 20 acres of the portion of Section 29, T2N, R2E, S2E, Skamania County, Washington, being part of the Skamania Mines Rom.

1/3 of Mineral Rights therein.

Registered

Index & Map

Book 80

Page 464

REACTION EXCISE TAX

00-291281

Amount Paid \$100.00 plus

\$58.00 Penalty

Skamania County Treasurer

By William J. Cornwell
Rep

for the sum of Ten thousand dollars
on account of which One thousand Dollars (\$1,000.00)
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-
mainder to be paid to the order of the first party with interest at the rate of 9 Dollars (\$1,000.00)
per cent per annum from Jan. 11, 1977, on the dates and in amounts as follows:

Payments will be at least \$100.00 per month including interest
beginning February 15, 1977 and monthly thereafter.

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 (even if buyer is a natural person) is 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 all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected upon said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$100,000.00. 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 strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and force thereof, then the first party shall deliver unto the order of the second party, upon the surrender of this agreement, a title insurance policy insuring 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 encumbrances, excepting however the above mentioned taxes and assessments.

and all liens and encumbrances 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 strict 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 required 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 shall revert under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reversion in the first party without any declaration of forfeiture or act of re-entry, or without any other act by the first party, upon the surrender of this agreement, a title insurance policy insuring 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 encumbrances, excepting however the above mentioned taxes and assessments.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which): And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of such trial court the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

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 said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself. In construing this contract, it is understood that the first party or the second party may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof 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 hereto by its officers duly authorized thereunto by order of its board of directors.

IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures, for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols 1 and 2 not applicable should be deleted, see Oregon Revised Statutes, Section 93.030 (Notice of acknowledgment on reverse)

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



ROLL 111981A
MARRIAGE APPLICATIONS
DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS

ROLL 111981A
MARRIAGE APPLICATIONS
DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS

93264

LOCK 80 PA 7465

RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS:

DATE	INSURANCE PAID TO	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE
3/3/77	100.00					11/79					
3/3/77	100.00					12/79					
3/3/77	100.00					1/80					
4/28/77	100.00					2/80					
5/26/77	100.00					3/80					
6/23/77	100.00					4/80					
7/21/77	100.00										
8/18/77	100.00										
9/15/77	100.00										
10/12/77	100.00										
11/9/77	100.00										
12/7/77	100.00										
1/4/78	100.00										
2/1/78	100.00										
3/1/78	100.00										
4/1/78	100.00										
5/1/78	100.00										
6/1/78	100.00										
7/1/78	100.00										
8/1/78	100.00										
9/1/78	100.00										
10/1/78	100.00										
11/1/78	100.00										
12/1/78	100.00										
1/1/79	100.00										
2/1/79	100.00										
3/1/79	100.00										
4/1/79	100.00										
5/1/79	100.00										
6/1/79	100.00										
7/1/79	100.00										
8/1/79	100.00										
9/1/79	100.00										
10/1/79	100.00										

CONTRACT
(FORM No. 47)

BETWEEN
William H. Howard
Address
1000 S. Howard
AND
Donald A. Howard
Address
1000 S. Howard
Dated
Lot
Block
Addition
19

STATE OF OREGON
County of *Umatilla*
I certify that the within instru-
ment was received for record on the
24 day of *October*, 19*81*,
at *2:30* o'clock *PM*, and recorded
in book *90* on page *4445* or as
filing fee number *93264*, Rec.
ord of Deeds of said County.
Witness my hand and seal of
County affixed.
Don't McVinger
County Clerk for Title.
By *D. McVinger* Deputy.

STATE OF OREGON,
County of *Umatilla*,
Personally appeared the above named
William H. Howard
and acknowledged the foregoing instru-
ment to be his voluntary act and deed.
Before me:
Notary Public for Oregon
My commission expires:

STATE OF OREGON, County of *Umatilla*,
Persons, appeared
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,
of said corporation and that said instrument was signed and sealed in be-
half 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
My commission expires: (SEAL)