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BOOK 167 PAGE 357

Return Address:

Cameron G. Blagg
1500 N.W. Laurel Hts. Dr.
Albany, Oregon
97371

FILED FOR RECORD

STAMENIA CO. WASH

BY *Cameron Blagg*

JUL 21 2 32 PM '97

P. Olson
AUDITOR

GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Owners Sale Agreement
2. Earnest money receipt
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. *Cameron G. and Gail A. Blagg*
2. *Blagg Cameron G.*
3. *Blagg Gail A.*
- 4.

☐ Additional Names on page _____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. *Wayne R. Lund*
2. *Dorothy Lund*
- 3.
- 4.

☐ Additional Names on page _____ of document.

Gary H. Martin, Stamenia County Assessor

Date *7-21-97* Parcel # *3-5-29-105*

LEGAL DESCRIPTION (Abbreviated, i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Township 3 North, Range 5 East, Section 29

☐ Complete legal on page 2 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

- ☐ Property Tax Parcel ID is not yet assigned. *3-5-29-101*
- ☐ Additional parcel #'s on page _____ of document. *3-5-29-105*

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

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RECEIVED OF

Wayne and Dorothy Lund

November 22, 1994

money and in part payment for the following described real estate situated in the City of N/A
County of Skamania, State of Washington, described as follows, to-wit:

see attached descriptions

for the sum of One hundred and five thousand and 00/100 which we have this day sold to the purchaser
on the following terms, to-wit: The earnest money hereinabove receipted for \$1,000.00
upon acceptance of title and delivery of deed or delivery of contract \$4,000.00
balance of \$195,000.00
Dollars \$195,000.00

payable as follows:

Single payment of Ten thousand dollars (\$10,000) before December 31, 1994. Balance of \$185,000 to be paid in equal monthly payments of \$862.13, on or before the 15th day of each month beginning Jan 1, 1995 at the rate of 9% simple interest. It is agreed that there will be no early pay off before Dec 31, 1999. Payment to be made to Ray Title Company, Albany

If this transaction includes a working smoke detector shall be installed in each unit according to applicable law, prior to closing. (Delete if inapplicable.)

A title insurance policy from a reliable company insuring marketable title in the seller in an amount equal to said purchase price is to be furnished purchaser in due course at seller's expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's record title.

It is agreed that if the title to the said premises is not marketable, or cannot be made so within thirty days after a written notice of defects is delivered to seller, the earnest money herein receipted for shall be refunded. But if the title to the said premises is marketable, and the purchaser neglects or refuses to comply with any of the conditions of this sale within days and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for shall be forfeited to the seller as liquidated damages, and this contract shall thereupon be of no further binding effect.

The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building restrictions, taxes due and payable for the current tax year, reservations in federal patents and state deeds, easements of record and

All irrigation, ventilating, cooling, plumbing and heating fixtures and equipment (including stoker and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light and bathroom fixtures, light bulbs and fluorescent lamps, venetian blinds, wall to wall carpeting, awnings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, shrubs and trees and all fixtures except

are to be left upon the premises as part of the property purchased.

The following personal property is also included as part of the property sold for said price:

Seller and purchaser agree to pro rate the taxes which become due and payable for the current tax fiscal year on a fiscal year basis. Rents, interest, premiums for existing insurance, and other matters shall be pro rated on a calendar year basis. Purchaser agrees to pay for fuel on hand including oil in tank, if any, and, at closing, shall reimburse seller for sums, if any, held in any reserve account relating to any encumbrances on said property. Adjustments are to be made as of the date of the consummation of the sale herein or delivery of possession, whichever ever first occurs.

Possession of said premises is to be delivered to purchaser on or before 19. Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, the purchaser's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party agrees to pay the prevailing party's reasonable attorney's fees to be fixed by the trial court, and on appeal the prevailing party's reasonable attorney's fees to be fixed by the appellate court.

Seller may be required to provide purchaser with an "as is" disclaimer or a property disclosure statement (Chapter 547, Oregon Laws 1993).

Further conditions: Escrow and excess charges to be split by buyer and seller equally - all items on Exhibit A except #3, 4 & 5

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 33.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON PURCHASING THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

Camron A. Blagg & Gail A. Blagg
Owners

I hereby agree to purchase the above property and to pay the price of

(\$105,000) Dollars as specified above.

X Address 6226 SW 33RD PL
Portland OR 97201
X Phone 244-3310 - off 232-9031

X Purchaser Wayne R. Lund

EXHIBIT "A"

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Parcel I

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Beginning at a point in the center of the Skamania Mines Road which is 5,331.41 feet South 75° 48' 28" East of the Northwest corner of Section 29, Township 3 North, Range 5 East of the Willamette Base and Meridian, Skamania County, Washington; thence along the center of said road South 01° 14' 35" East 25 feet; South 59° 45' 45" West 182.21 feet, South 26° 31' 05" West 400.89 feet, South 47° 41' 05" West 197.07 feet and South 05° 17' 14" East 25.09 feet; thence North 89° 44' 40" West 1,842.74 feet; thence North 00° 15' 20" East 633.22 feet; thence South 89° 44' 40" East 2,316.98 feet to the Point of Beginning.

Parcel II

That portion of Section 29, Township 3 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the East quarter Section corner of Section 29; thence South 01° 35' 02" West along the East line of said Section 29 a distance of 164.42 feet; thence West 986.71 feet to the center of the Skamania Mines Road; thence along the center line of said road North 59° 39' 40" East 93.72 feet; thence along said center line North 47° 22' 26" East 322.72 feet; thence North 58° 05' 46" East 203.80 feet; thence on a 60 foot radius curve to the left 119.78 feet, the long chord of which bears North 00° 54' 16" East 168.96 feet; thence North 56° 17' 14" West 144.14 feet; thence North 65° 17' 14" West 301.16 feet; thence North 47° 41' 05" East 194.07 feet; thence continue along said center line North 26° 31' 05" East 400.89 feet; thence continue North 59° 45' 45" East 182.21 feet; thence North 01° 14' 35" West 111.77 feet; thence North 52° 19' 25" East 267.19 feet to the East line of said Section 29; thence South 01° 35' 02" West 1,546.75 feet to the Point of Beginning.

Parcel III

Gary H. Martin, Skamania County Assessor

Date 7-21-97 Parcel # 3-5-29-115
101

A tract of land located in the Northeast quarter of Section 29, Township 3 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at a point in the center of a traveled road, which point is 5,331.41 feet South 75° 03' 48" East of the Northwest corner of said Section 29, also being the Northeast corner of Cameron A. Blagg, Jr. and Merna J. Blagg, husband and wife, tract recorded on Book 69 at Page 423, being the True Point of Beginning; thence in a Southwesterly direction along the North line of said Blagg tract a distance of 1,651 feet; thence North a distance of 40 feet; thence Northeasterly parallel with the North line of said Blagg tract a distance of 1,651 feet to the center of said traveled road; thence following center line of said road Southerly 40 feet to the Point of Beginning.

EXCEPT any portion of said premises that may be within the right of way of road designated as Road No. 30