

90875

BOOK 78 PAGE 123,2

## REAL ESTATE CONTRACT

30-13022  
13/1  
THIS CONTRACT, made and entered into this 13th day of JUNE, 1980

between ROBERT S. WRIGHT and LA RENE WRIGHT, husband and wife

hereinafter called the "Seller" and ERIC A. MEYER and JANETH J. MEYER, husband and wife

hereinafter called the "Purchaser."

**WITNESSETH:** That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described realty, with the appurtenances, in

SKAMANIA.

(County, State of Washington)

lot 2 as delineated on the face of said Short Plat being a portion of the Northeast quarter of the Southwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, recorded in Book 2 of Short Plats, Pages 155B, and 155C, under Auditor's File No. 90413.

**SUBJECT TO:** A Real Estate Contract dated July 31, 1978 and recorded August 11, 1978 - SELLERS: Vanport Manufacturing, Inc., An Oregon Corporation PURCHASERS: Robert S. Wright and La Rene Wright, husband and wife, recorded under Auditor's File No. 87017, excise paid under #6076.

The terms and conditions of this contract are as follows: The purchase price is **FIFTEEN THOUSAND DOLLARS AND NO/100-\$ 15,000.00\*\*** Dollars, of which AND NO/100-\$ 3,000.00\*\* Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

**ONE HUNDRED EIGHTY TWO DOLLARS AND 09/100-\$ 182.09\*\*** Dollars, or more at Purchaser's option, on or before the 13th day of JULY 1980, and **ONE HUNDRED EIGHTY TWO DOLLARS AND 09/100-\$ 182.09\*\*** Dollars, or more at Purchaser's option, on or before the 13th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of **10%** per cent per annum from the 13th day of JUNE 1980, when interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at **WASHOUGAL, WASHINGTON 98671** or at such other place as the seller may direct in writing.

Buyer is to pay an additional Principal payment of \$3,000.00 within one year from closing, at which time Seller will grant a one-acre deed release for building purposes to one-acre on West end of subject property No. 11149.

## TRANSACTION EXCISE TAX

JUN 13 1980

Amount Paid **\$150.00**

Skamania County Treasurer

By **John S. Wright** **13/1**

## "UPON RECROATATION"

2. At the time of closing, "date of closing" shall be the date when the Purchaser, to pay before delinquency all taxes and assessments that may be levied prior to and inclusive of the date of closing, and if by the terms of this contract the Purchaser has assumed payment of any mortgage, assessment, tax, or other charge, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter levied on said real estate, the Purchaser shall pay the same before such query.

The Purchaser shall remain liable for taxes and assessments on said real estate until the purchase price is fully paid, to keep the buildings, ways and hereafter placed on said real estate in good repair, to pay all taxes and assessments thereon, to pay all insurance premiums thereon, and to deliver all pounds and renewals thereof to the Purchaser.

The Purchaser agrees that full inspection on said real estate has been made and that neither the seller nor his agents shall be held to any responsibility concerning the condition of any improvements, fixtures or equipment or the amounts of either he held to be any amount of assessment for alterations, repairs or improvements unless the covenant or agreement relied on is contained herein or is in writing and is clearly set forth and made a part of this contract.

The Purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the amount of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the replacement or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or replacement of such improvements within a reasonable time, unless purchased elsewhere, that said proceeds shall be paid to the seller for application on the purchase price herein.

(4) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a Purchaser's policy of title insurance in standard form, or a commitment therefor, issued by First American Title Insurance Company, insuring the Purchaser to the full amount of said purchase price against loss or damage by reason of defect in title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Limited general exceptions appearing in said policy form;

b. Liens of encumbrances which by the terms of this contract the Purchaser is to assume, or as to which the conveyancer herunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

ESCRROW NO. 8058 LM

CHM 201

19. *Leucosia* *leucostoma* (Fabricius) *leucostoma* (Fabricius)

For all other rights and remedies available to us, including cancellation of contracts and recovery of any or all amounts of any damages, whether actual or in general damages, for losses suffered by us as a result of your default, the purchase shall bear the full cost of such losses, necessary to replace the goods supplied in the payment period after the date of delivery.

(2) "be liable upon, upon finding its portion of the purchase price paid down by an owner or his assignee, to pay to him the amount of the balance due, plus interest thereon at the rate of six percent per annum, from the date of delivery to purchaser, a statutory interest." Article 111 and no cause whatever may prevent him from taking for value, free of damages and except any that may attach after date of sale, the right to possess other lands in the same manner as the following:

Covenants, conditions, restrictions, rights and easements in the property  
of record

182 Unless a different date is specified for herein, the purchaser shall be entitled to possession of said real estate on the day and to its possession so long as purchaser is not in default thereon. The purchaser covenants to keep the buildings and improvements on said real estate in good repair and not to permit waste and to pay all taxes, assessments, insurance premiums and other charges which may be levied or imposed upon the real estate for the time being. The purpose of the purchase agreement is to pay all service, illumination or construction charges for water, sewer, electricity, gas, telephone and services furnished to said real estate after the date pure and is entitled to possession.

(2) In case the purveyor fails to make any payment or delivery in accordance with the terms of this agreement, the sum so due shall be paid by the purveyor at such time as he receives payment from the customer, and any amount so paid by the purveyor, together with interest thereon at the rate of six percent per annum from date of payment until paid shall be repayable by purveyor on such customer's demand, all without notice.

(c) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with its conditions or agreements, or fails to make any payment required hereunder promptly at the time of the same, or if the purchaser fails to declare all tax, license, and other assessments, terminated, and upon the payment of the amount due thereon, and upon the payment of all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to enter and take possession of the real estate and his widow by the sale of any debts in the case of the purchaser, or as a receiver of any assessment, shall have

2. The above purchase of all Sherman, Shultz or Galt paper will be made for the purpose of reconditioning and reselling it to the public.

It is the DPA's intent to bring suit to enforce any reasonable order, including an injunction, if the party fails to comply with the order.

If the seller shall "ring" to procure an adjournment of the examination, the purchaser's right to examine, and inspect, the property, the purchaser may, notwithstanding any such adjournment, make all such examinations as he may see fit, at the time and place appointed by the seller, and may, notwithstanding any such adjournment, make all such examinations as he may see fit, at the time and place appointed by the seller.

中行子曰：「吾聞之，「君子不器」。」故君子之器，必有中行也。

*John S. Wright  
Anthony Wright  
LA FAYE WRIGHT  
E. J. Wright  
H. A. Peter*

第十一章 算法设计与分析

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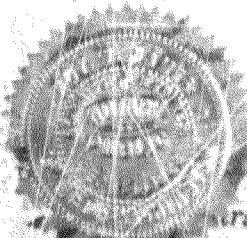
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On this day personally appeared before me ROBERT S. & LA RUE (MICH)  
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that  
they signed the same as their true and voluntary acts and deeds, for the uses and purposes

with my hand and with your

represented the earliest and farthest

May 14 JUNE, 1960



*First American Title*  
INSURANCE COMPANY

Filed for Record at Request of  
Wall, Inc.

Wang, Eric & Jerryth Wong

Address: 3403 Ave. C

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