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REAL ESTATE CONTRACT

THIS CONTRACT, made this 15th day of April, 1973,

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1986年1月6日 摄于北京

Beethoven called the "wetter" and

HONORI A. McFALL and HAZEL E. McFALL,
husband and wife.

hereinafter called the "partner."

WITNESSED: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in Skamania County,

A tract of land located in the Northeast Quarter (NE₄) of Section 17, Township 3 North, Range 3 E. N. M., more particularly described as follows:

Beginning at a point on the quarter section line 2,497.5 feet east of the southwesterly corner of the NE $\frac{1}{4}$ of the said Section 17; thence north 379.5 feet; thence west 591.5 feet to the initial point of the tract hereby described; thence north 295.5 feet; thence west 481 feet; thence south 15 feet; thence west 69 feet; thence south 180.5 feet to a point 379.5 feet north of the south line of the NE $\frac{1}{4}$ of the said section 17; thence east 550 feet to the initial point.

On the following terms and conditions: The purchase price is Fifteen Thousand Five Hundred and no/100ths (\$ 15,500.00) dollars, of which Five Thousand Five Hundred and no/100ths (\$ 5,500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the Purchaser agrees to pay the balance of said purchase price as follows:

The purchaser agrees to pay the balance of the purchase price in the sum of Ten Thousand and no/100ths (\$10,000.00) Dollars in monthly installments of One Hundred and no/100ths (\$100.00) Dollars, or more, commencing on the 8th day of June, 1972, and on the 8th day of each month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of six percent (6%) per annum computed upon the monthly balance of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest thereon.

Purchased or given to him by General Taxe, half of
1922.



In the first year, the average age of the patients was 40 years old. In the second year, the average age was 42 years old. In the third year, the average age was 44 years old. In the fourth year, the average age was 46 years old. In the fifth year, the average age was 48 years old. In the sixth year, the average age was 50 years old. In the seventh year, the average age was 52 years old. In the eighth year, the average age was 54 years old. In the ninth year, the average age was 56 years old. In the tenth year, the average age was 58 years old.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or encumbrance against, seller's title to the premises, not assumed by the purchaser, in as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided, the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on and he entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

This is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written,

John C. (H.) Hengfeld.....(Seal)

(Seal)

Boyle P. McFalls (Seal)

STATE OF WASHINGTON,
S. C. Shermania

I, the undersigned, a Notary Public in and for the state of Washington, hereby certify that on this _____ day of April, 1977, the persons' names appeared before me:

JOSEPHINE A. MEYER, *Widow*,
is known to be the individual described in and who executed the foregoing instrument, and acknowledge that she
lived and resided the entire time herein mentioned at *her* free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Unitary Public in and for the state of Washington,
residing at..... Stevenson, therefore,

• 100 •

10. The following table gives the number of hours worked by each of the 100 workers.

**1. Society of
Transvaal Chipewa**

Form for Record of Request of

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City and State.

**RECEIVED
XEROX CO. DIR.
INQUIRIES
REG'D
COMPLETED
MAILED**

S/INTERSTATE RESIDENT FOR RECORDS, ETC., DRA.
COUNTY OF LAMAR, TEXAS

I HEREBY CERTIFY THAT THE SUBSCRIBER
BENJAMIN L. COOPER, JR., WILLINGLY AND
INTENTIONALLY MADE THE STATEMENT
HEREIN, AND THAT IT IS TRUE.

OCT 21 1966
M. B. COOPER, JR. 17-1966

WAS RECORDED IN INDEX. 6-3
ON OCT 21 1966. J. R. COOPER 6119-2
RECORDS OF LAMAR COUNTY, TEXAS

L. COOPER, JR.