

ROCK & METAL

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REAL ESTATE CONTRACT

Page 57 of 60 - 100% Readable

THIS CONTRACT was made this 1st day of November, 1971, between
LEE L. GUTHRIE, acting on behalf of various partners,
of the business of MULGRAVE RIVER, VENEZUELA,
hereinafter called the "Falls" and
EDWARD A. MURKIN, a citizen
hereinafter called the "partner."

WITNESSOMA H. 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 situated in **Somers**, **St. Lawrence** County,
New York:

Tract no. 3 of COLUMBIA RIVER ESTATES as more particularly shown in a survey thereof recorded at page 160 of Book 4 of Miscellaneous Records, under Auditor's File No. 73655, Records of Clatsop County, Oregon, said real property being a portion of the East Half of the Northeast Quarter ($\frac{1}{4} \text{ NW}$) of Section 22 and of the West Half of the Northwest Quarter ($\frac{1}{2} \text{ NW}$) of Section 23, Township 2 North, Range 6 E., W. M., and consisting of ten acres, more or less.

Free and unobstructed access. Statements of record including rights of way for roads "F" and "G" for the use of the public as more particularly described on the aforesaid survey recorded at page 364 of Book J of Miscellaneous Records aforesaid, and by description thereof at page 358 of Book J of Miscellaneous Records aforesaid.

On the following terms and conditions: The purchase price is **TEN THOUSAND and NO/100**
FIVE THOUSAND and NO/100 (\$ 10,000.00) dollars, of which
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 Five Thousand and no/100ths (\$5,000.00) Dollars in annual installments of Five Hundred and no/100ths (\$500.00) Dollars, or more, commencing on the 1st day of November, 1974, and on the 1st day of November of each year thereafter until the full amount of the purchase price together with interest shall have been paid. The first annual installment shall include interest at the rate of seven per cent (7%) per annum computed upon the annual balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchaser reserves the right at any time she is 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 then due.

This sale includes an appurtenant non-exclusive easement for the use of an existing road constructed on the southerly 10 feet of Tract No. 2 of Columbia River Station aforesaid, and is subject to a similar easement for the use of said road over and across the northeastern corner of said Tract No. 2.

The purchaser may enter into possession November 1, 1973.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure or consideration, but all money received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in preparing such money.

If seller's title to said coal at time of delivery to an existing contract or contracts under which seller is master, is sold, repudiated, or becomes subject to any mortgage, or other obligation, which seller is to pay, seller agrees to make such payment to accreditancy with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be deducted from the amount due the seller under this contract.

This will be done by the purchaser with his agreements herein, to execute and

After all this preparation, however, we were still not quite ready to go. There were many more details to take care of.

To render agents to furnish a preference to life insurance companies, members have determined a life policy when the premium shall have paid. THE LIFE PAYMENT leaving the full sum and premium with liability the above proportionate, and of course the same extent any debts are assumed by the owner, or as the law in the conveyance heretofore has been enacted.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement herein or promptly at the time and in the manner herein required, the seller may cause to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made 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 after such forfeiture shall commence an action to prevent or 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 a reasonable attorney's fee.

Service upon purchaser of all demands, actions or other papers with respect to fixtures and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

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

See Crossed out (300)
Melvin K. Hugg (Seal) (Seal) (Seal)

2246

EXERCISE TAX

NY 21107
Amherst 11002
Marked (see attached)
Somerset County Library
by Lukens 11/11/1988

STATE OF WASHINGTON

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On this day personally appeared before me L. E. R., and I am

to me known to be the individual described in, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington
residing at Stevens, Washington

Transamerica Title Insurance Co.



Filed for Record at Request of

Nelson

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City and State

RECEIVED RECORDING FOR RECORDER'S USE
CLERK OF SULLIVAN COUNTY

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT IS A TRUE COPY OF
J. J. Deinzer &
John Deinzer Jr.
AT 6:00 AM NOV 26 1971
WAS SERVED IN PART 65
as filed REC'D 9/24
RECORDS OF SULLIVAN COUNTY, NEW
YORK
CLERK OF SULLIVAN COUNTY