

REAL ESTATE CONTRACT

BOOK 65 PAGE 941

22

A-122-00076A (2) made and entered into this 27th day of November 1973

FIGURE 1. WALTER AND JOHNNIE L. WAGEL, husband and wife

DAVID C. FINE AND BARBARA L. FINE, husband and wife

most often called a "partner."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the performances, in **the manner**, **in** **the County**, State of Washington:

The west 700 feet of the south 395 feet of the south half of the Northwest quarter S-1/2NW-1/4 of Section 19, Township 2 North, Range 5 E. W. M. together with a non-exclusive easement for ingress and egress and utilities over the north 20 feet of the south 395 feet of the south half of the Northwest quarter of said Section 19 except the west 700 feet thereof.

The terms and conditions of this contract are as follows: The purchase price is Twenty five thousand and no/100 - - - - - \$ 25,000.00) Dollars, of which Six thousand eight hundred ten and no/100 - - - - - \$ 6,810.00) Dollars have
paid and the record whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

1. Seller to retain 50% water rights of spring for domestic use of one dwelling.
 2. Seller's reserve right to construct and maintain a reservoir and water line over the above property.
 3. Maintenance of driveway is to be shared by owners of property using said driveway.
 4. Purchase price includes mobile home serial No. S-212 - Model Sierra 24 x 65
 5. Balance of \$18,190.00 payable at \$175.25 or more per month with interest at the rate of 9% per annum. Payment to begin January 1, 1974.
 6. Purchaser warrants that he will not assign, sell, transfer, consent to sell, encumber, or in any manner alienate his interest in this contract or the property conveyed hereby, either in whole or in part, except with the prior written consent of the seller.

2,56

TRANSACTION EXCISE TAX

1. *Leucosia* *leucostoma* *leucostoma*
2. *Leucosia* *leucostoma* *leucostoma*

Mildred G. Geanell
St. George County, Utah
Mildred G. Geanell

All payments to be made hereunder shall be made to Edward J. & Bonnie L. Karpel

... off the beaten place as the author does - direct in writing

As referred to in this contract, "date of closing" shall

1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, the taxes and assessments now or hereafter placed on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building now or hereafter erected on the land in good condition, to insure it against fire and windstorm in a company acceptable to the seller and for insured to the amount cash value thereof against loss or damage by both fire and windstorm for the seller's benefit, as his interest may appear and to pay all premiums thereon and to deliver all receipts and monies received thereon to the seller.

(3) The purchaser agrees that full insertion of real estate has been made and the seller agrees to any covenants respecting the condition of any improvements thereon but shall not be liable for any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is contained herein or is in writing and attached to and made a part of the contract.

(4) The purchaser assumes all his risks of damage to or destruction of any legal improvements now or on said real estate or buildings placed thereon, and of the risk of loss of real estate or any part thereof used for public use, and agrees that on such damage, destruction or taking such part as may be necessary, in case any part of said real estate is taken for public use, or a portion of the condemned real estate, it is reasonable and proper for reasonable expenses of procuring the same, shall be paid to the seller as a portion of payment on the part of the purchaser herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation in a award in the event of taking or destruction of any improvements damaged by such taking. In case of damage or destruction from a peril caused by the acts or omissions of the purchaser, including his payment of the reasonable expense of procuring the same, it shall be diverted to the restoration or rebuilding of such damage, excepting within a reasonable time, unless purchaser elects that said premium shall be paid to the seller for application on the

10. If a person who has been given a right to receive a payment under this section dies before the payment is made, the right shall vest in his estate.

• Point of interest is to see if it's a lot policy issue
• Lungs are natural areas and the "breath of this country". The problem is to - same as in a - with the environment - "the air we breathe"
• It is not about the oil and gas
• Again, the point of interest is the wider urban / metropolitan and rural areas, and very centrally - urbanization, a very
• The outcome of this is the "the breath of this country" - the environment, the natural resources to allow

(6) If seller's title to said real estate is subject to an existing contract or agreement, under which seller is paying taxes and estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and may commence to make such payment to be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest by the owner above specified, to cause and deliver to purchaser a deed, title warranty and quitclaim deed to said real estate, excepting any part thereof, provided, however, that the seller shall be entitled to said real estate after the date purchaser is entitled to possession.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use or permit the use of, the real estate for any illegal purpose. The purchaser, covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services, if furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be regranted by purchaser to seller's demands, all costs at prejudice to any other right the seller might have by reason of such default.

(10) This is of the nature of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any term or condition of this agreement hereinafter to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed on the real estate shall be furnished to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

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

(11) Upon seller's election to make any covenant or condition of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum will be included in any judgment or decree entered in such suit.

If the seller shall bring suit to prevent an encroachment on the territory of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of retaining counsel to determine the condition of title at the date such suit is commenced which same shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Eugene E. Nagel (SEAL)
Jeanne D. Nagel (SEAL)
David C. Yale (SEAL)
Bethra L. Yale (SEAL)

STATE OF WASHINGTON.

County of Clark

On this day personally appeared before me *Eugene E. Nagel and Jeanne D. Nagel* to me known to be the individuals so described in and who executed the within and foregoing instrument, and I acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd

day of November, 1973

William T. Kuehne
Notary Public in and for the State of Washington

W. Kuehne

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7-106

Address

City and State

REGISTERED	✓
INDEXED: DIR.	✓
INDIRECT	✓
SERIALIZED	✓
COMPILED	✓
FILED	✓

STATE OF WASHINGTON
 CO. OF SPOKANE RECORDER'S USE:
 I HEREBY CERTIFY THAT THE INSTRUMENT
 INSTRUMENT OF RECORDING FILED BY
Kobert on *November 3, 1973*
 AT *7:10 P.M.* IS A TRUE COPY
W. Kuehne