

REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 10th day of October, 1973,

HENRY JOE POLICE and SUSAN PETTELONE POLICE, husband and wife,

He volunteers called for "police," and **KEUBEN G. WURZER** and **MARSHA J. WURZER**, husband and wife,

...referred to as the "war dog."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described lot, to-wit: with the appurtenances, in _____, _____ County, State of Washington.

7.54 south 130 feet of the west 160 feet of the northwest Quarter of the North-
east Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 19, and

The West Half of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (W₂ SW₂ NE₂ NE₂) of Section 19, Township 2 North, Range 5 E., N. 1.

TOGETHER WITH an easement and right of way 30 feet in width for an access road over and across the course of an existing road in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, Township 2 North, Range 5 E., W. 4., connecting with County Road No. 1108 designated as the Shields Road.

The terms and conditions of this contract are as follows: The purchase price is: Two Ten Thousand and no/100 -
Two Thousand and no/100 - \$ 12,000.00 (Twelve) Dollars of which
Two Thousand and no/100 - \$ 2,000.00 (Two) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Ten Thousand and no/100 (\$10,000.00) dollars in monthly installments of One Hundred and no/100 (\$100.00) dollars or more, commencing on the 10th day of November, 1973, and on the 10th day of each and every 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 seven per-cent (7%) per annum computed upon the monthly balances 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 there due.

1999

1114

RECEIVED
WYOMING COUNTY
ASSISTANT
JUL 10 1964

[illegible]

03/03/2008 10:00 AM

16 世纪以来, 随着航海业的发展, 人们开始对地球的形状和大小产生兴趣。1512 年, 意大利航海家哥伦布在横渡大西洋时, 首次证实了地球是圆的。1519 年, 葡萄牙航海家麦哲仑率领的船队首次完成了环球航行, 进一步证实了地球是圆的。16 世纪, 随着天文学的发展, 人们开始对地球的形状和大小进行精确测量。1671 年, 法国天文学家卡西尼在巴黎建立了第一个天文观测站, 开始对地球的形状和大小进行精确测量。17 世纪, 随着天文学的发展, 人们开始对地球的形状和大小进行精确测量。1717 年, 法国天文学家卡西尼在巴黎建立了第一个天文观测站, 开始对地球的形状和大小进行精确测量。17 世纪, 随着天文学的发展, 人们开始对地球的形状和大小进行精确测量。1717 年, 法国天文学家卡西尼在巴黎建立了第一个天文观测站, 开始对地球的形状和大小进行精确测量。

[illegible][illegible]

(c) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor its agents shall be held to any covenant regarding the condition of the premises or the title thereto on or after the date of the closing of the sale of the premises or the acquisition of title to the premises or the improvement or repairs unless the covenant or agreement relied on is contained herein or in an addendum and attached to and made a part of this contract.

(c) The purchaser assumes all liability for damage to or destruction of any improvements shown on said real estate or hereafter, need there and the use of said real estate or a part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a taking of consideration. In case any part of said real estate is taken for public use, the portion 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 rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction, there is a period limited against the seller, commencing on the date of the taking, for the purpose of rebuilding or restoring the improvements damaged or destroyed. If no variance remaining after payment of the reasonable expense of procuring the same shall be paid to the seller for the rebuilding or restoration of such improvements within a reasonable time, values hereafter shown shall and pre-ord. shall be paid to the seller for application on the purchase price herein.

(12) 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 substantially equivalent form issued by a member of the United States Fidelity and Guaranty Company, insuring the purchaser to the full amount of said purchase price against a loss of damages by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the 1st sentence.

10. Printed general excavations (appearing in said policy form):
11. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the converse is to be made subject; and
12. 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 (12) shall be deemed defects in seller's title.

(4) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real 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 any payments so made shall be applied to the payments now falling due the seller under this contract.

(5) The seller, upon receiving full payment of \$- purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, less of - - - - - except any that may attach after date of closing through any conveyance other than the seller, and subject to the following:

- (a) Easements and rights of way for access roads over and across the existing road sold under contract to Walter Franklin Jones, Gary N. Morris, Susan Y. Smith and Larry Snyder Whitney, and rights reserved by Maynard A. Compher and Lillian V. Compher, husband and wife, to grant an access road appurtenant to the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 19.

(6) 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 as 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, sewage or other utility service furnished to said real estate after the date purchaser is entitled to possession.

(7) In case the purchaser fails to make as a 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 hereon, shall be due to the seller until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other remedy the seller may have by reason of such default.

(8) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with the terms hereof, or condition is agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein provided, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all covenants made by the purchaser hereunder, and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages for the seller's loss, and the seller shall have 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 foreclosures and other matters affecting the seller's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at the address first known to the seller.

(9) Upon seller's election to bring suit to enforce any covenant of this contract, the purchaser shall be liable to collect any payment required hereunder shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination 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 incurred in connection with such suit, and also to reimburse cost of searching records to determine the condition of title and the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument of conveyance and written their names.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of SkamaniaOn this day personally appeared before me John H. Jones POLICE

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

GIVEN under my hand and official seal this

day of October, 1934.

Notary Public in and for the State of Washington.

Transamerica Title Ins

A Service of
Transamerica Corporation

Filed for Record at Request of

Name Walter Franklin Jones, Gary N. Morris, Susan Y. Smith and Larry Snyder WhitneyAddress Seattle, WashingtonCity and State Seattle, Washington

REGISTERED	<input checked="" type="checkbox"/>
INDEXED - DIR.	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

CERTIFICATE OF WRITING FILED BY

Charles J. Salmons
Notary Public, Wash.AT 3:30 P.M. October 19, 1934WAS RECORDED IN BOOK 66AT PAGE 900

RECORDS OF SKAMANIA COUNTY, WASH.

W. H. Todd

COUNTY AUDITOR

P. P. Pickett

STATE OF OREGON,

County of Clatsop

BE IT REMEMBERED, That on this

A. D. 19

before me, the undersigned, a

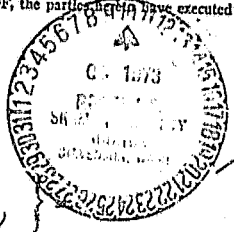
...hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver 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 pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant 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 sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination 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 included in any judgment or decree entered in such suit.

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



Henry Joe Police (SEAL)
Martha J. Warner (SEAL)
Susan Pettibone Police (SEAL)

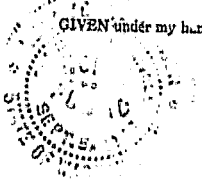
STATE OF WASHINGTON,

County of Colfax

On this day personally appeared before me **HENRY JOE POLICE**

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.

GIVEN under my hand and official seal this 27 day of October, 1973.



Notary Public in and for the State of Washington,

residing at Colfax, Washington

77743

Transamerica Title Inc



Filed for Record at Request of

Name.....
Address.....
City and State.....

RECORDED	P
INDEXED	DL
INDIRECT	P
RECORDED	
COMPARED	
MAILED	

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Robert J. Salvesen ON October 27, 1973 AT 3:00 PM WAS RECORDED IN BOOK 66 OF Records AT PAGE 742 599 RECORDS OF SKAMANIA COUNTY, WASH
ELRood
COUNTY AUDITOR
P. Patrick

STATE OF OREGON,

County of Clatsop

RE IT REMEMBERED, That on this 27 day of October, A. D. 19 1973 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Henry Joe Police

Henry Joe Police who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Henry Joe Police
Notary Public in and for said County and State.

My Commission Expires Jan 15, 1978