

FORM A-984
(REV. 6-62)

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 1st day of February, 1975,
between ERWIN A. KEEHN and BERNICE A. KEEHN, husband and wife,
hereinafter called the "seller," and MITCHEL P. WYNINGER and JAN R. WYNINGER, 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 real estate, with the appurtenances, in Skamania County, State of Washington:

Beginning at the center of Section 36, Township 3 North, Range 7 E. W. M.; thence west 350 feet; thence south along the west side of Chesser Road 889.56 feet to a brass plug set in concrete; thence east 100 feet to a brass plug set in concrete; thence south 35 feet to a point which is the initial point of the tract hereby conveyed; thence south 25.35 feet; thence south 11° 19' east 69.67 feet; thence north 78° 41' east 100 feet; thence north 11° 19' west 59.76 feet; thence north 15.44 feet; thence west 100 feet to the initial point.

The terms and conditions of sale are as follows: The purchase price is FOURTEEN THOUSAND EIGHT HUNDRED and 40/100 \$14,800.00 Dollars, of which TWO THOUSAND SIX HUNDRED and 40/100 \$2,600.00 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 remaining balance of the purchase price amounting to Twelve Thousand Two Hundred and Forty (\$12,200.00) Dollars in monthly installments of no more than One Hundred and No/100 (\$100.00) Dollars plus interest as hereinafter set forth for 36 consecutive months commencing on the first day of March, 1975, to and including the first day of December, 1977; and the purchasers agree to pay the then remaining balance of the purchase price amounting to Eight Thousand Eight Hundred and No/100 (\$8,800.00) Dollars in monthly installments of One Hundred and No/100 (\$100.00) Dollars or more, plus interest as hereinafter set forth commencing on the first day of January, 1978, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. In addition to the monthly installments of the purchase price aforesaid the purchasers agree to pay interest from the date of this contract at the rate of seven and one-half percent (7 1/2%) per annum computed on the diminishing principal basis, which interest shall be due and payable on the aforesaid monthly installment dates. This contract shall not be assigned without the express written consent of the sellers, and any purported assignment thereof without such consent shall be null and void.

All payments hereunder shall be made at Skamania County, Box 244, Stevenson, Washington 99648 or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be February 1, 1975.

(1) The purchaser agrees and agrees to pay to the seller all taxes and assessments that may be levied against and against heretofore heretofore a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any such taxes, contract or other assessment, it is hereby agreed that the purchaser shall be bound to pay the same to the seller or to the proper authorities for the same before the date of closing.

(2) The purchaser agrees, upon the purchase price being paid, to keep the buildings now and hereafter placed on and real estate insured to the actual cash value then existing, in case of damage to such buildings and real estate in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums thereon and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that title in portion of said real estate, including the buildings now and hereafter placed on and real estate shall be held to any extent regarding the construction of any improvements thereon and that neither the seller nor his assigns shall be held to any covenant or agreement for other than the purpose of securing the payment of the purchase price as is contained herein or in any writing attached hereto and made a part of this contract.

(4) The purchaser agrees to warrant, defend, and indemnify the seller and his assigns from and real estate or hereafter placed thereon, and of the buildings and real estate now and hereafter placed on and real estate, from and against all claims, demands, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken by the government, the portion of the consideration award remaining after payment of reasonable expenses incurred by the seller 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 consideration award to the rebuilding 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 to the reasonable expense of repairs, the same shall be applied to the restoration or rebuilding of such improvements within a reasonable time, unless the purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein. Upon full payment of the purchase price, an owner's

(5) The seller ~~hereby agrees to deliver~~ ~~WARRANTS~~ ~~IN THIS CONTRACT~~ ~~WARRANTS~~ policy of title insurance in standard form, or a commitment therefor, issued by Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title in said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- 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.

(6) 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 next falling due the seller under this contract.

(4) 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 statutory warranty not recorded to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(a) General taxes for 1975 which will become due and payable on February 15, 1975, which shall be pro-rated between the parties as of February 1, 1975; and

(b) The effect of the municipal ordinances of the Town of Stevenson, Washington.

(4) 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 take possession as long as purchaser is not in default hereunder. The purchaser covenants to keep the building and other improvements on and not let same be used again 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, gas and other utility services furnished to said real estate after the date purchaser is entitled to possession.

(3) If, on the parties' agreement, the seller has the right to make any payment hereunder 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, shall be a debt due from the buyer to the seller, and shall be payable by the buyer on seller's demand, all within reasonable time after receipt by the seller of a bill from the insurer of such amount.

11. There is no warranty in this contract, and it is agreed that in case the purchaser shall be concerned with or perform any similar or subsequent work of the same or a payment required hereunder promptly at the time an invoice therefor is required, the seller may sue the purchaser for the amount of such payment, and upon the failure of the purchaser to do so, the purchaser and all improvements thereon and the real estate shall be forfeited to the seller as liquidated damages, and the seller shall be entitled to recover and take possession of the real estate and the balance for the seller is agreed on the part of the purchaser to be satisfied as a source of payment of such damages.

11. **Entire agreement.** This contract contains the entire agreement between the parties. No oral or written agreement, modification or amendment to this contract shall be binding on the parties unless it is in writing and signed by both parties. No oral or written agreement, modification or amendment to this contract shall be binding on the parties unless it is in writing and signed by both parties.

[illegible]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, at the City of New York, this 10th day of May, 1995.

Ernest A. Kahan	THUR
Francis A. Kahan	THUR
Walter A. Kahan	THUR
Samuel A. Kahan	THUR

87473 08 黄永明/150111

Figure 10

On this day personally appeared before me James A. Smith, a Justice of the Peace, the within named wife, who is known to be the individual described in and who executed the within foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein contained.

0158-9166(199709)27:3;1-B

3059

THESE THINGS ARE

— 100 —

Figure 1. The effect of the number of trials on the mean number of correct responses.

Notary Public in and for the State of Wisconsin

member at Stevenson, Washington.

Transamerica Title Insurance Co



Filed for Record at request of

14-00000

Abstract

City and State

COUNTY: ...

参考文献

2013年12月15日 星期一 12:15

WAS RECORDED IN THE *Life* _____

RECEIVED: 16 JANUARY 1997

中国大百科全书出版社