

## REAL ESTATE CONTRACT

THIS CONTRACT, hereinafter called the "contract," is made this 13<sup>th</sup> day of November, 1970.

between ALBERT J. JOSEPH and JOYNA K. GOVIAY, husband and wife,

hereinafter called the "seller," and VERA GAUDETTE and HELEN V. GAUDETTE, 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:

All that part of the Northwest Quarter of the Southeast Quarter of Section 34, Township 1 North, Range 6 East of the Willamette Meridian, lying northerly of the right of way of Primary State Highway No. 31,

EXCEPT the West 20 feet thereof,

SUBJECT TO easements of record for power transmission line

The terms and conditions of this contract are as follows: The purchase price is:

SIXTY FOUR THOUSAND and no/100

None

(\$64,000.00)

Interest of which

(\$-0-0-)

Dollars none

been paid, the same interest is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Three Hundred Eighty-three and 10/100 (\$383.75) Dollars, or more, at Purchaser's option, on or before the 15 day of January, 1971, and a like sum, — — —, on or before the same day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 7 per annum from the 15 day of January, 1971, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Purchasers may make larger payments, or may pay off the contract in full, at any time, without penalty, but the making of larger payments shall not be deemed prepayments of subsequent payments unless specifically agreed to, in writing, by the Sellers.

All payments to be made hereunder shall be made at Washington State Bank, Washington, Washington for Seller's account or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be December 15, 1970.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at any time be levied and assessed against the real estate hereunder, 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, any taxes or assessments now a lien 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 real estate hereunder insured against fire and theft by a company acceptable to the seller and for the seller's benefit, as his ins. ret. may appear, and to pay all premiums thereon and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that on such damage, destruction or taking shall constitute a failure 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 any portion of such condemnation 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, less within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) 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 commitment therefor, issued by a title insurance company, and the purchaser agrees to pay the full amount of said policy or commitment, against loss or damage 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 following:

a. Printed, recorded or unrecorded liens in said policy form;

b. Unrecorded encumbrances which by the terms of this contract the purchaser is to assume, or as to which the insurance hereunder is to be made subject; and

c. All other liens, contracts or encumbrances under which seller is purchasing said real estate, and any mortgage or other obligation, which, under this contract agrees to pay, some of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

\*Skamania County Title Company



REAL ESTATE CONTRACT

THIS CONTRACT, made this 15th day of December, 1937  
between ALBERT J. GUSTAFSON and EUGENE F. GUSTAFSON, husband and wife  
and OTTO CAUSTINE and HELEN F. CAUSTINE, husband and wife  
hereinafter called the "parties"  
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 or

Idaho County, State of Washington

All that portion of the Northwest Quarter of the Southeast Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, lying Northerly of the right of way of Highway Seven Highway No. 21, except the West 10 feet thereof, SUBJECT TO easements of record for power transmission lines.

The terms and conditions of this contract are as follows: The purchase price is SIXTY FOUR THOUSAND AND NO/100 (\$64,000.00) Dollars, which is to be paid as follows:

Three Hundred Eighty-Three and 75/100 (\$387.75) Dollars, or more, at Purchaser's option, on or before the 15th day of January, 1937, and a like sum, or more, on or before the same day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The Purchaser further agrees to pay interest on the outstanding balance of said purchase price at the rate of 4% per annum from the 15th day of January, 1937, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Purchaser may make larger payments, or may pay off the contract in full, at any time, without penalty, but the making of larger payments shall not be deemed prepayment of subsequent payments unless specifically agreed to, in writing, by the Sellers.

All payments to be made hereunder shall be made at Washington State Bank, Washington, Washington or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be December 15, 1937.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against and on said real estate hereafter become a lien on said real estate; and if by its terms the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any lien or assessments now a lien 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 buildings now and hereafter placed on said real estate insured to the actual cash value thereof or not less than \$10,000.00 by both fire and theft with a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums thereon or to deliver all policies and receipts thereon to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held in any manner respecting the condition of any improvements, or shall the purchaser or either or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs in the event the covenant or agreement relied on is contained herein or in a writing and attached to and made a part of this contract.

(4) The purchaser assumes (a) liability of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that in such damage, destruction or taking it is considered a taking of consideration, in case any part of said real estate is taken for public use, the purchaser shall be entitled to recover the full amount of any improvements destroyed by such taking, in case or destruction, from a profit insured against, the proceeds of such insurance covering after payment of the measure of loss of procuring the same, and be devoted to the restoration or rebuilding of such improvements within a reasonable time, and (b) the purchaser shall be bound to pay to the seller for application on the real estate.

(5) The seller has delivered, or agrees to deliver, to the purchaser a policy of title insurance in standard form, or a condensed form, issued by a title insurance company, covering the proceeds to the full amount of said purchase price against any or all claims or causes of action in relation to said real estate as of the date of closing and continuing as long as the title is in the hands of the purchaser.

Witness my hand and seal of office this 15th day of December, 1937.

Idaho County Title Company

7.3. Defendant further agrees to pay the reasonable costs, including attorney fees for preparing and serving notice of tortious or of invasion to defendant for violation.

IN WITNESS WHEREOF, the parties hereto have signed the instrument as of the date and within above

## STATE OF PENNSYLVANIA

**Conclusion:** The results of this study suggest that the use of a single, standardized, and validated questionnaire is a feasible and reliable method for assessing the prevalence of S. aureus carriage in a community-based population.

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ALBERT J. GOSIAK and NORMA K. GOSIAK,  
husband and wife.

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...and the use of the same for the purpose of the same.

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TRANSACTION SECURITY

History Public in and for the State of Washington

**Potential**     **AK**

Filed for Record at Request of

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26



City and State

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