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REAL ESTATE CONTRACT

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THIS CONTRACT, made and entered into this 15th day of August, 1977.

between the present and future tax on filing incorporation.

hereinafter called the "seller," and ROBERT E. HORN and MARYANNE E. HORN, husband and wife

hereinafter called the "purchaser."

WITNESS-SETI: 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 County, State of Washington:
described land located in the Southeast Quarter of the Southeast Quarter of Section 23, Township 7 North, Range 7 E., more particularly described as follows:
beginning at the Southeast corner of Section 23; thence North 40°27' 30" West along the South
Road about 25.1 543.13 feet to the Eastward right of my line of County Road No.
estimated as the Banks Creek Road as constructed in 1971, thence North 17°27' 45" West
about 110.1 feet to point of beginning; thence North 21°37' 31" West 377.44 feet, thence North
about 137.10 feet, thence North 35°58' 31" West 260.1 feet, thence North
about 133.77 feet to point of beginning; thence North 40°14'12" West 246.73 feet,
thence North 17°27' 45" West 316.07 feet, thence South 04°26' 30" West 124.74 feet, thence
South 10°45' 30" West 470.13 feet to the Eastward right of my line of County Road
thence Northward along the said Eastward right of my line 1.1 feet to point of
beginning in a certain thence which lies within the 100 foot front of the northeast
United States of America for the Bingerville power plant easements, 1 and No. 2
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The terms and conditions of this contract are as follows. The purchase price is

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

been paid, the receipt whereof is hereto attached, and the amount of said payment is \$ 210.00, or Dollars, or more at purchaser's option, on or before the day of October, or Dollars, or more at purchaser's option, on or before the 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 10 1/2 per cent per annum from the 1st day of September, or Dollars, or such other place as the seller may direct in writing.

² See, e.g., the discussion of the "right to privacy" in *Privacy and the Constitution*, 1994.

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As referred to in the contract, date of closing shall be the date of delivery of the title to the property.

(1) The purchaser agrees and agrees to pay local occupancy charges and assessments that may as between grantor and grantees hereafter become a lien on said real estate, and if by the terms of the contract the purchaser has assumed payment of any more taxes or other encumbrances, or has received payment of same by purchaser subject to any taxes or assessments now or hereafter become a lien on the purchaser agrees to pay the same before discharge.

(1) The purchaser agrees, until the purchase price is fully paid, to keep the buildings new and thereafter placed on and real estate increased to the actual cash value thereof against loss or damage by fire, lightning and wind-scorch in a compact acreable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

11. The purchaser agrees that full inspection of said real estate has been made, and that neither the seller nor his agents shall be held to any covenant respecting the condition of any improvements thereto, nor shall the purchase or sale of the property or the assets of either be held to any covenant of agreement, or alteration, maintenance or repair, upon the understanding or agreement read on or contained herein, or in writing, and attached to and made a part of this contract.

(1) 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 **Transamerica Title Insurance Company**, insuring the purchaser to the full amount of full purchase price 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 general exceptions appearing in said policy form;
 - b. 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
 - c. 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 (1) shall be deemed defects in seller's title.

REFERENCES

1996-1997

Siskiyou County Sheriff

By L. M. C. - See page 4.

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1994-1995 学年 第一学期 期中考试卷
五年级数学 期末总复习

Journal of Health Politics, Policy and Law, Vol. 33, No. 3, June 2008

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(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.

(7) 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 deed to said real estate, excepting any part thereof heretofore 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:

Restrictions and Encumbrances of record.

(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 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 for 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 repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or 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 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, where 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 the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this _____ day of _____, 19____

Paul G. Hunt
Purchaser-husband

Margarete I. Hunt
Purchaser-wife

John D. Edwards
President

STATE OF WASHINGTON)
ss
County of Clark)

On this day personally appeared before me Paul G. Hunt and Margarete I. Hunt, to me known to be the individuals described in and who executed the within and foregoing instruments, and 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 25th day of August, 1975.

Notary Public in and for the State of Washington, residing at Vancouver, therein.

Transamerica Title Insurance Co

 A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....

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| REGISTERED |
| INDEXED |
| SERIALIZED |
| COMPILED |
| MAILED |

Address.....

City and State.....

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| THIS SPACE RESERVED FOR RECORDER'S USE COUNTY OF SNOHOMISH | |
| I HEREBY CERTIFY THAT THE INSTRUMENT OR WRITING, FILED <i>Paul G. Hunt</i> | |
| AT 11:00 A.M. AUG 29, 1975 | |
| WAS RECORDED IN BOOK 69 | |
| DEEDS AT PAGE 476 | |
| RECORDING OFFICE OF PAPALIA COUNTY, WASH. | |
| <i>John D. Edwards</i> | |
| COUNTY AUDITOR | |
| DEPUTY | |