

SK/105/6
2-5-5291
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REAL ESTATE CONTRACT

A-194

THIS CONTRACT, made and entered into this 22nd day of March, 1978

between **DON A. ANDERSON** and **JOANNE I. ANDERSON**, husband and wife AND
DAN BUNN INC., a Washington corporation,

hereinafter called the "seller," and **JIM L. SURBER** and **PATRICIA E. SURBER**, husband and wife
AND **RON A. WYSASKE** and **KAREN L. WYSASKE**, 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

5642

TRANSACTION EXCISE TAX

AS DESCRIBED IN LEGAL ATTACHED HERETO

APR 3 1978

Amount Paid

Skamania County Treasurer

SUBJECT TO: Reserving unto the seller a strip of land 30 feet on each side of the centerline described as the North-South centerline of the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter. Such easement is for ingress, egress and utilities as set forth in instrument recorded under Auditor's File No. 75120.

The terms and conditions of this contract are as follows: The purchase price is **THIRTY THOUSAND AND NO/100ths**

FOUR THOUSAND AND NO/100ths (\$ 30,000.00) Dollars, of which
base paid the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED AND NO/100ths (\$ 200.00) Dollars,

whereat purchaser's option, on or before the 31st day of April 1978,

and **TWO HUNDRED AND NO/100ths** (\$ 200.00) Dollars,

whereat purchaser's option, on or before the 31st 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 01% per cent per annum from the 31st day of March 1978,

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at direct to sellers

or at such other place as the seller may direct in writing.

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HEREIN:

1. Contract balance plus interest to be paid in full within seven (7) years from date of closing.

2. Deed releases to be given purchaser upon request at \$1500 per acre. Deed releases will be given NO less than five (5) acres @ one time. Purchaser agrees to pay for ALL costs involved in obtaining any partial releases.

3. Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber or in any manner alienate his interest in this contract or the property covered hereby, either in whole or in part except with the prior written consent of seller herein.

4. As referred to in this contract, "date of closing" shall be March 31, 1978.

5. The seller assumes and agrees to pay before delinquency all taxes and assessments that may accrue between grantor and grantees title becomes a lien on said real estate; and if by the terms of this contract, the purchaser has assumed payment of any mortgage, encumbrance or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter levied on said real estate, the purchaser agrees to pay the same before delinquency.

6. The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate in the actual cash value thereof against loss or damage by fire and windstorm in a company acceptable 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.

7. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held responsible respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or a copy thereof had thereto and made a part of this contract.

8. 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 no such damage, destruction or taking shall entitle him to a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award heretofore or after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price, 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 from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or replacement of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

9. The seller has delivered, or agrees to deliver within 14 days of the date of closing, a purchaser's policy of title insurance in the amount of \$10,000 or a commitment therefor, issued by THE STATE INSURANCE COMPANY, insuring the purchaser as of the full amount of title rights against loss or damage by reason of defect in title to said real estate as of the date of closing and containing no other stipulations than the following:

a. Standard general exceptions appearing in said policy form;

b. 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;

c. As set in the contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which

the seller's agent agrees to pay, none of which for the purpose of this paragraph (c) shall be deemed defects in seller's title.

(6) If seller's title to 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 deducted from the payments next 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 fulfillment deed 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:

Reserving unto the seller a strip of land 30 feet on each side of the centerline described as the North-South centerline of the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter. Such easement is for ingress and egress together with uses for utilities as set forth in instrument recorded under Auditor's File No. 75126.

(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, garage 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 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 Waiver all the purchaser's rights hereunder terminated, and upon his desire so to, 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 purchasers of any 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 of his address, if known, or to it

(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 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.

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 for 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 sum 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.

DAN BUNN, INC., a Washington corporation

By: John Wiley (SEAL)
Daniel E. Bunn, President
Don A. Anderson (SEAL)

John J. Wysaski Joanne I. Anderson by her atty in fa
Ron A. Wysaski Don A. Anderson (SAL)

STATE OF WASHINGTON, Karen L. Wysaski 7416 L. Surber, (SEAL)

County of Marion
Oregon ss. *Picture of Plaintiff*
Patricia B. Surber

On this day personally appeared before me

is known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
herein mentioned signed the same as free and voluntary act and deed, for the uses and purposes

GIVEN under my hand and official seal this

Notary Public to and for the State of Washington,

3 OF Washington
4 OF Clark 89

On this 29th day of March A.D. 1978 before me the undersigned Notary Public in and for the State of Washington, personally appeared Don A. Anderson,

known to be the individual described in and who executed the foregoing instrument for him, I, Johnnie L. Anderson, attorney in fact of Johnnie L. Anderson, also known as described, and acknowledged to me the signed and sealed the same Johnnie L. Anderson, his voluntary act and declaration as the true and valid are and do stand Johnnie L. Anderson for the uses and purposes therein mentioned, and on my part that the power of attorney authorizing the execution of this instrument has not been revoked and that the same Johnnie L. Anderson is now living.

WITNESS my hand and official seal hereto affixed the day and year in the year of our Lord,

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

ROCK 74 PAGE

The Northeast quarter of the Northwest quarter of the Southeast quarter
of Section 20, Township 2 North, Range 5 E.W.M., Skamania County, Washington.

EXCEPT That portion lying within a strip of land 60.00 feet in width, the centerline of which is described as the North-South centerline of the Southwest quarter of the Northeast quarter; and the Northwest quarter of the Southeast quarter of said section 30.

Together with an easement for ingress, egress, and utilities, over, under, and across the above described 60.00 foot strip.

EXCEPT The South 1.00 foot of the above described 60.00 foot easement.

Together with and subject to an easement for ingress, egress, and utilities over under, and across a strip of land 60.00 feet in width, the centerline of which is the South line of the above described main tract.

(also to be known as parcel "D")

The Southeast quarter of the Northwest quarter of the southeast quarter of section 30, Township 2 North Range 5 E., M., Skamania County, Washington.

RECEIVED That portion lying within a strip of land 80.00 feet wide, the centerline of which is inscribed as the North-South centerline of the Southeast quarter of the Northeast quarter, and the Northeast corner of the Southeast quarter of section 30.

Together with an account for income, which is available from year to year, and across the above described categories.

ECIPT The South 1.20 feet of the 100' long concrete pier.

Together with the subject to him ever, under and across the line of which is the North line.

Together with an object of interest, under and across which the beam passes, one of which is the last line.

It has to be written.

www.ncbi.nlm.nih.gov | www.ncbi.nlm.nih.gov/entrez | www.ncbi.nlm.nih.gov/geo

（三）第三步：分析不稳定性

County of Marion On this 2nd day of March in the year 1978
before me appeared Daniel E. Bunn

My sources inform me that the said Daniel E. Dunn
is the President, and he, the said
is also the Secretary of DAN DUNN, INC., a Washington Corporation.
The witness further testifies that the seal affixed to said instrument is the corporate seal of said Corporation,
that the seal and inscription was signed and used in behalf of said Corporation by authority of its Board
of Directors, and Daniel E. Dunn,
and
that the said instrument was made under the laws of the State of Washington.

THE TESTIMONY OF THE CHURCHES, AND THE BAPTISTS, AND THE METHODISTS.

as set forth in instrument recorded under Auditor's File No. 75126.

T-terms and conditions of this contract are as follows. The purchase price is THIRTY THOUSAND AND NO/100 the

FOUR THOUSAND AND NO/100THS \$ 30,000.00 Dollars, of which
be paid the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

\$10 HUNDRED AND NO/100ths----- \$ 200.00 Dollars.

at purchaser's option, on or before the 1st day of April, 1978,
TWU HUNDRED AND NO/100ths----- \$ 200.00 Dollars.

or more at par, at our option, on or before the 31st 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 diminutive balance of his purchase price at the rate of 8 1/2% per cent per annum from the 31st day of March, 1973,

which interest shall be diverted into each installment payment and the balance of such payment applied in reduction of principal.

All payments to be made hereunder shall be made at direct to sellers or at such other place as the seller may direct in writing.

IT IS AGREED AND UNDERSTOOD BETWEEN SELLER AND BUYER HERINBLY:

Contract balance plus interest to be paid in full within seven days.

- from date of closing.
2. Deed releases to be given purchaser upon request at \$1500 per acre. Deed releases will be given for less than five (5) acres - one time. Purchaser agrees to pay for all costs involved in obtaining any partial releases.
3. Purchaser covenants that he will not assign, sell, transfer, contract to sell, encumber or in any manner alienate his interest in this contract or the property covered hereby either in whole or in part except with the prior written consent of seller herein.

Published in the United States of America, 1971, by **11**, 1971

The purchase, consummation and acceptance by the parties of this Agreement shall be subject to the following conditions:

...for the actual cash value, less accumulated interest, plus any fees, charges, expenses and losses for cancellation and release of the policy, and for any other amount, as the Insurer may determine, and to pay all premiums thereon and to receive dividends and renewals thereof as well.

The participants in this study reported that there had been a period of time when their own life circumstances should not hold them responsible for their actions. This period of time was described as a time when they were unable to control their behavior due to external circumstances.

It is often necessary to make a detailed examination of the patient's history and physical findings to determine the cause of the disease.

For more information about the study, please contact Dr. Michael J. Hwang at (310) 794-3000 or via email at mhwang@ucla.edu.

For more information about the study, please contact Dr. Michael J. Hwang at (319) 356-4530 or via email at mhwang@uiowa.edu.

For more information about the National Institute of Allergy and Infectious Diseases, please visit our website at www.niaid.nih.gov.

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

DAN BUNN, INC., a Washington corporation

By:

Daniel E. Bunn, President

Ron A. Wysaske

STATE OF WASHINGTON, Karen L. Wysaske
OREGON

County of Marion

Don A. Anderson

Joanne I. Anderson by her atty in fact

Don A. Anderson

Jim L. Surber

Patricia L. Surber

Patricia E. Surber

On this day personally appeared before me

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

GIVEN under my hand and official seal this

day of March 1978.

Notary Public in and for the State of Washington,

swearing to

STATE OF Washington

County of Clark

On this 29th day of March 1978, before me, the undersigned,
a Notary Public in and for the State of Washington,
and sworn, personally appeared to me Don A. Anderson

to me known to be the individual described in and who executed the foregoing instrument, his wife, and
as attorney in fact, Joanne I. Anderson, also thereon described, and both acknowledged to me that

he executed and sealed the same as his free and voluntary act and deed for the uses and purposes hereinabove mentioned, and further
stated that the power of attorney authorizing the execution of this instrument has not been revoked, so that the said
Joanne I. Anderson may now do.

A.D. 1978 before me, the undersigned,
fully commissioned

WITNESS my hand and official seal hereto affixed the day and year in this writing above written.

Notary Public in and for the State of Washington,

swearing at Vancouver,

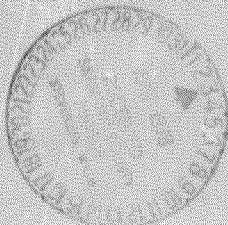
Together with an easement for ingress, egress and utilities, over, under, and across the above described 60.00 foot strip.

~~EXCEPT The south 1.00 set off as above described \$0.00. Then comes~~

together with and subject to an easement for ingress, egress, and utilities over, under and across a strip of land 60.00 feet in width, the exact center line of which is the North line of the above described main tract.

Together with and subject to an easement for ingress, egress, and utilities over, under and across a strip of land 60.00 feet in width, the northerly line of which is the East line of the above described main road.

(Also to be known as parcel "X")



Journal of Health Politics, Policy and Law, Vol. 33, No. 4, December 2008
DOI 10.1215/03616878-33-4 © 2008 by The University of Chicago

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Marlboro
A Philip Morris Company

1996-1997 学年第二学期期中考试高二物理试题

whereby the present instrument was
made by the President and the said
Daniel L. Dunn, Inc., a Washington Corporation,
the said instrument being countersigned by the corporate seal of said Corporation
and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board
of Directors, and Daniel L. Dunn
and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this 1st day of January, A.D. 1890.

Sydney Conner Johnson
Nature's Public for Oregon
O - 7-1981