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**REAL ESTATE CONTRACT**

61/2000

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THIS CONTRACT, made and entered into this 2nd day of January, 1978  
between GENEVIEVE M. MCKENZIE, as her separate property,

GREGORY MORAT, a single man,

Here is a free version of the "blueprint":

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:

Beginning at a point 623 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 8 East of the W.M., thence West 165 feet, thence North 70 feet, thence East 163 feet, thence South 70 feet to the Point of Beginning.

SUBJECT TO Easement and right of way for Secondary State Highway S-C.

The following are the names of the members of the Board of Directors of the First Trust and Savings Bank:

Four Thousand and no 10 4,000.10

In monthly installments of the amount of Twenty Five and 35/100 (\$125.35) Dollars, beginning with the 11th day of January, 1978, and continuing monthly thereafter until the date of payment in full of the purchase price, both principal and interest, shall be paid by the 11th day of January, 1984. The unpaid balance of the purchase price shall bear interest at eight per cent (8%) per annum, and the same amount shall first be deducted internal to date and the balance applied on principal. Termination of principal may be made at any time, and interest immediately cease on the amount outstanding.

第二步：在“开始”菜单中，选择“控制面板”，双击“系统和安全”图标，进入“系统”窗口。

Jan 3 1978

*For more help see chapter 6*

（二）对“新”与“旧”的认识。在对“新”与“旧”的认识上，新文化运动者们认为，“新”是“新文化”，“旧”是“旧文化”。他们对“新”与“旧”的认识，是建立在对“新”与“旧”的本质属性的分析之上的。

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王一川：《“后现代”与“新现代”——中国电影的两种叙事范式》，载《电影评论》2000年第1期。

在本研究中，我们探讨了不同类型的自我效能感（即对数学、科学和工程的自我效能感）如何预测学生的学业成绩。我们发现，对数学的自我效能感是所有三个领域的学习成绩的显著预测因子。

(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, deed of trust 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 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:

#### Easement and right of way for Secondary State Highway No. 8-C.

(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 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 from the 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 entered into 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 repossess 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 covenants 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 term nation 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, the parties hereto have executed this instrument as of the date first written above.

*John H. Beamer, Jr., Esq.*

SEAL

OREGON  
STATE OF OREGON,  
County of Multnomah

On this day personally appeared before me *Genevieve M. McFenzie*  
to me known to be the individual described in my application for a certificate of title, who acknowledged that  
she signed the same as *her* for the uses and purposes therein mentioned.

GIVEN under my hand and affixed seal this *24* day of *December* 19*77*.

WHEN RECORDED RETURN TO

*XXXXXX Oregon*

*John H. Beamer*

*McFenzie Esq.*  
*1/1/78*



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED	1
INDEXED	1
FILED	1
RECORDED	1
COMPARED	1
MAILED	1

THIS IS A COPIED RECORD FOR RECORDER'S USE	
COUNTRY OF MULTNOMAH 1977	
THE DAY OF MONTH THAT THE WITHIN	
INSTRUMENT OR VOLUME & FILED BY	
SHERIFF	
OR	
AT 2:00 P.M. 1977	
RECORDED IN THE RECORDER'S OFFICE	
MULTNOMAH COUNTY, OREGON	
COUNTY AUDITOR	

DEPUTY



85561

## REAL ESTATE CONTRACT

SAFECO

SK-10761

THIS CONTRACT, made and entered into this 2nd day of January 1978,  
between GENEVIEVE M. MCKENZIE, as her separate property,

hereinafter called the "seller," and GREGORY MORAT, a single man,

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 a point 623 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 8 East of the W.M., thence West 165 feet, thence North 70 feet, thence East 165 feet, thence South 70 feet to the Point of Beginning.

SUBJECT TO Easement and right of way for Secondary State Highway 8-C.

The terms and conditions of this contract are as follows: The purchase price is Eight Thousand and no/100 \$ 8,000.00 Dollars, of which Four Thousand and no/100 \$ 4,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of the purchase price shall be paid as follows:

In monthly installments of One Hundred Twenty Five and 35/100 (\$125.35) Dollars, beginning with the 15th day of February, 1978, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at Eight per cent (8%) per annum, and from each payment shall first be deducted interest to date and the balance shall be applied on principal. Permission is especially granted to purchaser to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made.

No. 5414  
TRANSACTION EXCISE TAX

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

As referred to in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before delinquency of three months and one week, that may as between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, certificate or other encumbrance, prior to assumed payment of or agreed to purchase subject to any taxes or assessments now or then 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 new and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both 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.

(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 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 is written 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 if the taking of said real estate or any part thereof for public use, and agrees that no 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 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 paying 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.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purveyor's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO 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 to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Pre-existing 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 (5) shall be deemed defects in seller's title.

