



REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 74 PAGE 770

THIS CONTRACT, made and entered into this 11th day of May, 1978.

between **DARYL L. YEAGER and JEANINE YEAGER, husband and wife,**
hereinafter called the "seller" and **D.Y. MANN and BEA MANN, 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.

Lots 4, 5 and 6 of Yeager Haven according to the official plat thereof on file and of record at Page 134 of Book "A" of plats, records of Skamania County, Washington.

SUBJECT to easements, covenants, restrictions and reservations of record.

The terms and conditions of this contract are as follows: The purchase price is: **SIXTEEN THOUSAND** -----

----- **16,000.00** Dollars, of which
THREE THOUSAND -----
----- **3,000.00** Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One hundred thirty ----- \$130.00 ----- Dollars
 or more at purchaser's option, on or before the 1st day of June 19 78
 and One hundred thirty ----- \$130.00 ----- Dollars

On or before purchase of option, can or will be the day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser hereby agrees to pay interest on the determining balance of said purchase price of the date of _____ day of _____ 1978.

_____ day of _____ 1978

Attest: _____
 Notary Public for the State of Alaska
 My commission expires: _____

Kachikiat Valley Bank, White Salmon Branch,
 1000 1st Avenue, White Salmon, WA 98662
 Phone: (509) 365-2222



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By a simple change of variables and by the fact that the determinant of the Jacobian is the same as the determinant of the original Jacobian, we can write

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1. The Contractor shall be responsible for the payment for all materials and services used in the work, including but not limited to, labor, materials, equipment, and subcontractors. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work.

参考文献

(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:

SUBJECT TO

Easement to P.U.D. #1 Skamania County, Auditor's File #74178, pg. 517 of book 63 of deeds, and other easements 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 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 prepaid, return receipt requested, directed to the purchaser to 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, such 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, the parties hereto have executed this instrument as of the date last written above.

Daryl Yeager (SEAL)
Jeanine Yeager (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

STATE OF WASHINGTON,

County of Skamania

On this day personally appeared before me **DARYL L. YEAGER and JEANINE YEAGER, husband and wife,** to me known to be the individual(s) described in and who executed the within and foregoing instrument, 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 11 day of May, 1978.

[Signature]
 Notary Public for the State of Washington

Residing at *[Signature]*



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Joseph L. Udall, Attorney At Law
 POB 425
 White Salmon WA 98672

NAME

ADDRESS

CITY AND STATE

REGISTERED	☒
INDEXED: DIR	☒
INDIRECT	☒
RECORDED	☒
COMPARED	☒

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Mr. Co. [Signature]

OF *[Signature]*

WAS RECORDED IN BOOK 74

ON *Deeds* AT PAGE 770

RECORDS OF SKAMANIA COUNTY, WASH.

[Signature]

COUNTY AUDITOR

[Signature]