



小説研究

REAL ESTATE CONTRACT

BOOK 74 PAGE 719

100 V
E.A.Y.H. 101

THIS CONTRACT, made and entered into this 17th day of May, 1978
between TED W. KENT and LAURENNE I. KENT, husband and wife,
hereinafter called the "Seller," and WILLIAM C. CUSHMAN and LOPRI K. CUSHMAN,
husband and wife.

WITNESSETH: That he agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances thereto: **Chamaria**, **County of Wabash**

(EXHIBIT "A" attached and made a part hereto)

从你开始学，我就觉得你比别的孩子聪明的多。

The terms and conditions of this Contract are as follows: The sum of **SEVENTEEN THOUSAND and No/100** \$17,000.00 Dollars which THREE THOUSAND FOUR HUNDRED and No/100 \$3,400.00 Dollars hereinafter referred to as "the amount".

The balance of the purchase price in the amount of \$11,600.00 together with interest on the deferred balance at the rate of 9% per annum, to be paid as follows: lot 1st \$172.00 including interest on the 17th day of June 1977 and a like payment of \$172.00 including interest on the 17th day of each month thereafter, until the purchase price and interest is paid in full; it being understood that out of the payments made each month, first shall be deducted the interest due and owing at time of payment and the balance applied to principal. Purchaser may make larger or additional payments at any time. Purchaser shall have the right to a deed release to two acres on payment of the additional sum of \$2,500.00 to be applied to principal balance owing; provided, however, such additional payment may not be made before January 1, 1979.

200 Fremontade Ridge., Oregon City, Oregon
97045
date of execution of this contract.

第二步：在“我的电脑”中，右键单击“我的文档”，选择“属性”，在“共享和安全”选项卡中，将“共享名为”设为“我的文档”，并勾选“共享此文件夹”，然后单击“应用”按钮。这样，“我的文档”就共享成功了。

（三）“新”派的出现。在“新”派中，有“新”派的代表人物，也有“新”派的追随者。他们都是“新”派的成员，但他们的思想和行为却与“新”派有着很大的区别。

10. The public has asked me to explain again, in simple terms, what happened at the meeting of the Standing Senate Committee on National Finance, on 14 November 1995, to consider the proposed changes to the Canadian Income Tax Act. I will do my best to answer your questions.

在這裏，我們要指出的是：在這種情況下，我們不能說，這種對象是「客觀的」。因為，客觀的對象，是不依賴於我們的意識而存在的；而這種對象，卻是依賴於我們的意識而存在的。

(6) If seller's title to said real estate is subject to an existing contract or contracts for 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 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:

(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) Times 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, or 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 defaults 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, 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 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 on the date first written above.

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON

County of CLARK

On this day persons appeared before me to me known to be the individual(s) described 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.

Notary Public in and for the State of Washington

residing at Vancouver

WHEN RECORDED, RETURN TO



8-36-321

THIS SPACE RESERVED FOR RECORDER'S USE

SAFECO 

SAFECO TITLE INSURANCE COMPANY

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

THIS RECORDING IS MADE IN RECORD BY

John C. Miller

OR Stenographer

AT 00:00 11-21-78

WAC REC'D. BY REC'D. BY

John C. Miller

REC'D. ON 11-21-78 AT 00:00

EXHIBIT "A"

Beginning at a point which is the intersection of the South line of the Bonneville Power Administration electric power right-of-way and the East line of the Northwest Quarter of Section 28, Township 2 North, Range 5 E.W.M.; thence North 89° 34' 50" East 347.00 feet; thence South 00° 25' 45" East 717.25 feet; thence South 89° 43' 23" West 601.00 feet; thence along a curve to the left with a radius of 500 feet through a central angle of 120° 00'00" a distance of 104.72 feet; thence North 00° 25' 45" West 461.12 feet; thence North 50° 56' East 287.38 feet to the South line of said power line right-of-way; thence North 89° 34' 50" East 75.77 feet to the point of beginning.

RESERVING unto the Sellers, their heirs and assigns, the right of ingress, egress and utilities over and across Sievers Road, a private road 50 feet in width, along the southerly line of the above described tract; AND INCLUDING to the Purchasers the right of ingress, egress and utilities, in common with others, over and across said Sievers Road and connecting said tract with LaBarre Road.

Unnotarized
Copy

SK. 1005
2-2-1978/100

THIS CONTRACT made and entered into this 14th day of May, 1978

Between TED N. KENT and LA VONNE I. KENT, husband and wife,

hereinafter called the "Seller," and WILLIAM C. CUSHMAN and LORRI K. CUSHMAN, 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:

(EXHIBIT "A" attached and made a part hereto)

581

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

SEVENTEEN

THOUSAND and No/100-\$17,000.00 Dollars, of which THREE THOUSAND FOUR HUNDRED and No/100-\$3,400.00 Dollars have been received by the Seller, and the balance of said purchase price shall be paid as follows:

The balance of the purchase price in the amount of \$13,600.00 together with interest on the deferred balance at the rate of 12% per annum, to be paid as follows: Not less than \$172.00 including interest on the 27th day of June 1978 and a like payment of \$172.00 including interest on the 17th day of each month thereafter, until the purchase price and interest is paid in full; it being understood that out of the payments made each month, first shall be deducted the interest due and owing at time of payment and the balance applied to principal. Purchaser may make larger or additional payments at any time. Purchaser shall have the right to a deed release to two acres on payment of the additional sum of \$2,500.00 to be applied to principal balance owing; provided, however, such additional payment may not be made before January 1, 1979.

All payments to be made hereunder shall be made at 200 Promenade Blvd., Oregon City, Oregon 97045 or at such other place as the Seller may direct in writing.

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

(1) The purchaser covenants and agrees to pay before delinquency all taxes and assessments that may be levied against and assessed hereunder by any tax or assessment on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract 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.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the Holdings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by fire, flood and windstorm in a company acceptable to the Seller and for the Seller's benefit, 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 theron nor shall the buyer, or its officer or agent, or either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement herein contained herein or herein written and attached to and made a part of this contract.

(4) The purchaser assumes all burdens of damage to or depreciation of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or the part thereof for public use, and agrees that no such damage, depreciation or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the amount of the condemnation award, minus reasonable expenses of removing the same, shall be used to pay 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 amount of protecting the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser fails to do so, whereupon same 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 SAFCO Title Insurance Company, insuring the purchaser to the full amount of said insurance against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing all options other than those set forth in this contract.

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 is to be made subject, and

c. Any existing covenants 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 burdens on seller's title.

(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 payment 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 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:

(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 of 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 of 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 termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum of 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:

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON.

County of CLARK

On this day personally appeared before me
one 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 true and voluntary act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of May, 1978

Notary Public in and for the State of Washington

residing at Vancouver

WHEN RECORDED, RETURN TO



THIS SPACE RESERVED FOR RECORDER'S USE



SAFECO TITLE INSURANCE COMPANY

STATE OF WASHINGTON
COUNTY OF CLARK

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OR CONTRACT FILED BY

Seller & Buyer
as Purchaser

AT 12:00 PM, MAY 18, 1978

CLERK OF CLARK COUNTY, WASHINGTON

RECEIVED IN THE OFFICE OF THE CLERK OF CLARK COUNTY, WASHINGTON

ON MAY 18, 1978, AT 12:00 PM

RECORDED IN THE OFFICE OF THE CLERK OF CLARK COUNTY, WASHINGTON

ON MAY 18, 1978, AT 12:00 PM

RECORDED IN THE OFFICE OF THE CLERK OF CLARK COUNTY, WASHINGTON

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ON MAY 18, 1978, AT 12:00 PM

RECORDED IN THE OFFICE OF THE CLERK OF CLARK COUNTY, WASHINGTON

ON MAY 18, 1978, AT 12:00 PM

RECORDED IN THE OFFICE OF THE CLERK OF CLARK COUNTY, WASHINGTON

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED

INDEXED

SEARCHED

FILED

MAILED

Beginning at a point which is the intersection of the South line of the Bonneville Power Administration electric power right-of-way and the East line of the Northwest Quarter of Section 26, Township 2 North, Range 5 E.W.M.; thence bearing $89^{\circ} 34' 50''$ East 347.00 feet; thence South $089^{\circ} 26' 45''$ East 717.25 feet; thence South $89^{\circ} 43' 23''$ West 50.00 feet; then along a curve to the left with a radius of 50 feet through a central angle of $120^{\circ} 00' 00''$ a distance of 104.72 feet; thence North $00^{\circ} 2' 45''$ West 461.19 feet; thence North $50^{\circ} 56' 38''$ East 267.38 feet to the South line of said power line right-of-way; thence North $89^{\circ} 34' 50''$ East 75.77 feet to the point of beginning.

RESERVING unto the Sellers, their heirs and assigns, the right of ingress, egress and utilities over and across Slawson Road, a private road 50 feet in width, along the southerly line of the grove described tract; AND INCLUDING to the Purchasers the right of ingress, egress and utilities in common with others, over and across said Slawson Road, and connecting said tract with LaMere Road.

UNNOTICEABLE COPY