



85564

REAL ESTATE CONTRACT  
(FORM A-1964)

BOOK 77 PAGE 10

THIS CONTRACT, made and entered into this First day of April, 1977  
between Thomas J. Tucker & Corrina A. Tucker  
hereinafter called the "seller," and Michael J. Carter & Cecilia M. Carter  
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 covenants, in

Skamania County, State of Washington:

Parcel # 13 in the SW<sup>1/4</sup> of Section 27, Township 2 North, Range 6 East  
Willamette Meridian, more particularly described on schedule A  
attached hereto.

Together with 1968 Fleetwood Mobile Home, 12 foot by 65 foot with  
12 foot by 16 foot living room addition.

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

Nine thousand Two Hundred Fifty and No/100 (\$9,250.00) Dollars, of which  
Six Thousand and No/100 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of cash purchase price shall be paid as follows:

is \$100.00 Dollars,

or more at purchaser's option, on or before the

day of

and One Hundred and No/100

is \$100.00 Dollars,

or more at purchaser's option, on or before the ~~last~~ 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 Eight per cent per annum from the ~~date of closing~~ day of ~~May~~ <sup>July</sup> 1977, which interest shall be deducted from each instalment payment and the amount of each payment applied in reduction of principal.

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

Purchaser to pay total balance due Seller within Three Years from  
Date of Closing.

As referred to in this contract, "date of closing" shall be when Thomas J. Tucker vacates premises.

(1) The purchaser assures and agrees to pay balance due agency all taxes and assessments that may be 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, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now or hereafter 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 now 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 related thereto is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser insures all hazards of damage by 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 constitute a failure of consideration, in case any part of said real estate is taken for public use, the portion of the consideration so far remaining after payment of reasonable expenses of securing the same shall be paid to the seller and "plus" as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such compensation on account 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 rebuilding 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 purchaser's policy of title insurance in standard form, or a commitment thereto, 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. Printed general exclusions 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.

(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 all payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to cure 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, free of any encumbrances except any that may attach after date of closing through any conveyance other than the seller, and subject to the following:



(b) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate as of 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.

(e) In case the purchaser fails to make any payment herein provided for 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 right to deduct or set off any amount due to seller by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that unless the purchaser shall fail to comply with a performance condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein specified, the vendor may declare all the purchaser's rights hereunder terminated, and upon his claim, sue, and prosecute legal action to recover the amount of any improvements placed upon the real estate shall be forfeited to the vendor as liquidated damages, and the vendor may then take possession of the real estate, and no waiver by the vendor of any default on the part of the purchaser shall affect the vendor's rights and subsequent default.

**Service upon purchaser of all demands, notices or other papers with respect to Farnell, shall be deemed to be given by registered mail, postage prepaid, return receipt requested, addressed to the last known address of the party to whom such papers are directed.**

111. Upon notice to Plaintiff and its attorney any amendment or modification of this instrument or any provision of the purchase agreement shall require the signature of Plaintiff's attorney and Plaintiff's signature on any such amendment or modification.

If the seller is going to be entitled to payment at the termination of the lease, it is best to have the purchaser agree to pay the seller's legal expenses and costs of recovering the amount due. This is important if something happens to the purchaser's title or if the seller wants to sue for specific performance or delivery instead of cash.

The next time you're at the beach, bring along some of the following items to help you have a more comfortable and enjoyable day.

5346

第二章 《詩》與《易》的關係

◎ 俗文化研究

SCOTTIE M. CARTER, MICHAEL J. CARTER and  
CO-DEFENDANT

300 days delay for the first year, and 100 days of additional time each year during the subsequent years of the project.

For more information, contact the U.S. Environmental Protection Agency's Office of Water at (202) 260-7500.

1996-1997

— 350 —

10. The following table shows the number of hours worked by 1000 workers.

卷之三

May 24, 1917  
Secretary, U.S. L.

**State of Washington.**

County of Clark  
On this day personally, appeared before me *[Signature]*  
THOMAS J. RUCKER, to me known to be the  
individual described in and who executed the within and foregoing instrument, and  
acknowledged that he signed the same as his free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of May A.D.



卷之三十一

Filed for Record at Olympia -3

中華人民共和國  
全國人民代表大會常務委員會  
關於修改《中華人民共和國憲法》的決議  
（1982年12月4日）

Notary Public in and for the State of Wash.	
RECEIVED FOR RECORDER'S USE Residing at (COUNTY OF SNOHOMISH) Washougal.	
I HEREBY CERTIFY THAT THE EVIDENCE PAPERS OR WRITING FILED BY <i>John G. Hartley</i> ON <i>July 12, 1968</i> IN THE COUNTY OF <i>Snohomish</i> IN INDEX <i>74</i> IN THE <i>John G. Hartley</i> COUNTY OF SNOHOMISH, WASH. SIGHTED COURT AUDITOR <i>John G. Hartley</i>	