

67082

BOOK 25 PAGE 310

REAL ESTATE CONTRACT

CORPORATE FORM

THIS CONTRACT, made and entered into this 9/15 day of JULY, 1978
between VANPORT MANUFACTURING, INC., an Oregon Corporation

hereinafter called the "seller," and

DARREL L. WILHOIT AND LANA R. WILHOIT, husband and wife as to an undivided 1/2 interest and CLYDE R. CARPENTER AND LEILA CARPENTER, husband hereinafter called the "purchaser," and wife as to an undivided 1/2 interest

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.

SEE ATTACHED LEGAL DESCRIPTION

EXHIBIT A

A tract of land situated in the Southwest quarter of Section 30, Township 2 North Range 5 East of the Willamette Meridian, Skamania County, State of Washington, more particularly described as follows:

Commencing at the Southwest corner of said Section 30; thence Northerly along the West line of said section a distance of 1700 feet to the TRUE POINT OF BEGINNING; thence continuing along said West line a distance of 602.25 feet more or less to a point lying South 328.89 feet from the Northwest corner of said Southwest quarter measured along said West line; thence North 89°59'13" East a distance of 1310.52 feet more or less to the East line of the West half of said Southwest quarter; thence South along the East line of the West half of said Southwest quarter 619.45 feet more or less to a point lying North 89°54'06" East from the TRUE POINT OF BEGINNING; thence South 89°54'06" West 1314.18 feet more or less to the TRUE POINT OF BEGINNING. LESS County road right of way.



BOOK 755 PAGE 511

The terms and conditions of this contract are as follows: The purchase price is THIRTY-SEVEN THOUSAND NINETY HUNDRED FIFTY-NINE AND 07/10 DOLLARS, or \$27,959.00, Dollars, of which THIRTEEN THOUSAND NINE HUNDRED FIFTY-NINE & 07/10 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
ONE THOUSAND EIGHT HUNDRED AND NO/100 (\$1,800.00) DOLLARS, OR MORE AT PURCHASER'S OPTION, ON OR BEFORE THE TENTH DAY OF January, 1972 AND ONE THOUSAND EIGHT HUNDRED AND NO/100 (\$1,800.00) DOLLARS OR MORE AT PURCHASER'S OPTION, OR ON OR BEFORE THE TENTH DAY OF January each SUCCEEDING CALENDAR YEAR UNTIL THE BALANCE OF SAID PURCHASE PRICE SHALL HAVE BEEN FULLY PAID. THE PURCHASER AGREES TO PAY INTEREST ON THE DIMINISHING BALANCE OF SAID PURCHASE PRICE AT THE RATE OF 8.0% PER ANNUM FROM THE FIRST DAY OF JUNE, 1972 WHICH INTEREST SHALL BE DEDUCTED FROM EACH INSTALLMENT PAYMENT AND THE BALANCE OF EACH PAYMENT APPLIED IN REDUCTION OF PRINCIPAL.

THIS CONTRACT SHALL BE PAID IN FULL ON OR BEFORE EIGHT (8) YEARS FROM ABOVE DATE.

TWO ACRES SHALL BE RELEASED FREE AND CLEAR BY THE SELLER AT THE REQUEST OF THE PURCHASER WITHOUT ANY FURTHER PAYMENT REQUIRED. AFTER SAID TWO ACRES HAVE BEEN RELEASED, SELLER AGREES TO RELEASE ONE ACRE OF THE ABOVE DESCRIBED PROPERTY UPON PAYMENT OF AN ADDITIONAL \$1,500.00

TO BE APPLIED TOWARD THE PRINCIPAL BALANCE. THE PURCHASER AGREES TO PRO-

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

ANY 5 ALL COSTS FOR PREPARATION AND RECORDING OF SAID RELEASE.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee 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, C.F. is assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter placed 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 therof 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 agents 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 all covenants, agreements or stipulations taken the covenant or agreement relied on is contained herein or is written and attached hereto 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 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 condemnation award retained after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price, with the seller receiving the same, and 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 retained after payment of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements, within a reasonable time, unless purchaser deems 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 therefor, issued by Fidelity National 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 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 (c) shall be deemed defects in seller's title.

(c) If seller's title to his said real estate is subject to an enclosed contract or contracts under which seller is purchasing said real estate or any mortgagor or other obligee, which seller is in position to cause to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payment necessary to remove the default, and any payments so made shall be applied to the payments most benefitting 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 heretofore taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, not subject to the following:

SUBJECT TO: EASEMENTS, RESTRICTIONS AND RESERVATIONS 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 as long as any buyer is not in default thereunder. 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 services furnished to said real estate after the date purchased is entitled to possession.

(c) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payments and effect such insurance and all expenses 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.

(13) That it is the desire of this contractor, and it is agreed that so long as the purchaser shall fail to comply with all conditions or amendments hereto, to make no payment required, to remain prompt at the time and in the manner so required, the seller may, at his option, terminate the buyer's right to heretofore terminated, and when so doing so, all payment made by the buyer and all improvements placed on the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to recover and take possession of the real estate and no waiver by the seller of any default on the part of the buyer construed as a waiver of any subsequent default.

Service upon purchaser at all demand, portions of other papers will be sent to forfeiture and termination of parts of a paper made by United States Mail postage pre-paid, return receipt requested, directed to the purchaser at his address last known to us.

111 Upon seller's election to bring suit to enforce any provision of this contract, including suit to collect any amount unpaid hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees, and all costs and expenses in connection with such suit, which

If the seller shall bring suit to prosecute an adjudication of the termination of the purchaser's rights hereunder, and it is determined by

entered, the purchaser as set out in the instrument of conveyance, shall pay 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 herein by a facsimile transmission as of the date first written above,

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10. The following table shows the number of hours worked by 1000 workers in a certain industry.

W. H. G.

What is a Clique?

STATE OF TEXAS

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第11章 大数据技术与应用

the corporation that is created by said act, and that all its acts and instruments to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and further stated that authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Digitized by srujanika@gmail.com

6195

Notary Public in and for the State of Washington.

IMAGINE EXPLORING A WORLD OF POSSIBILITIES WITH YOUR KIDS

No. **6799** Notary Public in and for the State of Washington
TRANSACTION EXCISE TAX residing at **104 1/2 Hwy W.**
AUG 25 1973 Portland, OR **97230**

b70n2

REGISTERED
INDEXED - ENR.
INDIRECT
RECORDED
COMPARED
MAILED

Shasta County Treasurer
RECEIVED BY *John E. Clegg*
SHASTA COUNTY, CALIFORNIA
COUNTY OF SHASTA 1-18

I HEREBY CERTIFY THAT THE PITTSBURGH
METHANE & WITNESS FILED BY
Donald Dean Tellez
OF *Shasta County, California*
AT *Shasta Co. Superior Court*
WAS RECEIVED IN LOCAL 25
IN *Bethel* AT PAGE 30
MOUNTAINS OF SHASTA COUNTY, CALIFORNIA
ON *15th day of October, 1971*
FOR *John E. Clegg* THIS DAY
SIXTY EIGHT