

REAL ESTATE CONTRACT

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9-74-0-600

THIS CONTRACT, made and entered into this **15** day of **March**, 1979,

LLOYD O. ROTHFUS and LUCILLE F. ROTHFUS, husband and wife

daughter called the "sober," and **DON STEVEN KING** and **ROXANNE MARIE KING**, husband and wife

was often called the "Prairie."

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:

Lot 9, Block 1, LANGE'S HOMESTEAD, according to the official Plat
hereof on file and of record in Book A of Plats, Page 101, records
of the Skamania County Auditor, Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is **Eight-Thousand, Five-Hundred and no/100*******, \$8,500.00 Dollars, of which One-Thousand and no/100***** 1,000.00 dollars have been paid, the receipt whereof is herby acknowledged, and the balance of said purchase price shall be paid as follows: \$7,500.00 plus accrued interest at 10 (Ten) per cent per annum from March 1, 1979 shall be paid on January 10, 1980.

3133 - 60th Loop S.E., Olympia, WA 98501

March , 1979.

在這裏，我們將會看到，這些問題並非是簡單的技術問題，而是與社會文化、政治經濟等多個領域息息相關的複雜問題。

12. The purchaser agrees to pay the purchase price as fully paid, to keep the buildings now and hereafter placed on said land in good repair, to defend the same against suit or damage by both the lessor and lessor's assigns in a company of recognizance, to pay all taxes and expenses of record, to his interest may accrue, and to pay all premiums, whether due or to become due, on the leasehold interest in the property.

(b) This policy has a written, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in amount sum, or a nonassessable transfer, issued by THE STATE 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 covering no exceptions other than those hereinabove mentioned.

4. Fined general exceptions according to said policy form.
5. Liens or assignments which by the terms of this contract the purchaser is to assume, or as to which the conveyance
hereinabove is to be made subject and
6. Any existing contracts under which seller is purchasing said real estate, and any mortgage or other obligation
upon all or part of this property agreed to pay, none of which for the purpose of this paragraph it shall be deemed
to be a part of the property.

(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 defaults, 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 quitclaim affidavit, 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:

Conditions and restrictions placed upon LANGE'S HOMESTEAD by the dedications thereof.

Easements and rights of way for public road, in any, over and across said Lot 9, Block 1.

(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 same to be used or permitted the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges of, 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) Termination of the existence 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 loss, cure and termination of purchaser's rights may be made by United States Mail postage prepaid, 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 as of 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.

STATE OF WASHINGTON,

County of THURSTON

On this day personally appeared before me Lloyd O. Rothfus and Lucille F. Rothfus, to me known to be the individuals described in and who executed the within and foregoing instrument, and doth declare that they signed the same as their

for the uses and purposes herein mentioned.

GIVEN under my hand and affixed hereto this 15th day of

March, 1973

Seal of the State of Washington
RECORDED IN THE OFFICE OF THE RECORDER OF S. J. CO., WASH.
5-140-52 ALLEN KELLY
CHIEF REC'D. CLERK

WHEN RECORDED, RETURN TO



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER USE
NAME OF RECORDER
COUNTY OF S. J. CO., WASH.

HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT IS A TRUE & FAIDLY COPY

John C. Eccles

John C. Eccles

AT 1000 A. M. ON 12-17-73

RECORDED IN THE OFFICE OF THE RECORDER

John C. Eccles

Filed for Record at Request of

SEARCHED	INDEXED
SERIALIZED	FILED
JAN 10 1974	
S. J. CO. REC'D.	

SEARCHED INDEXED SERIALIZED FILED

NAME _____

ADDRESS _____

CITY AND STATE _____