



SAFECO 88260

**REAL ESTATE CONTRACT
(FORM A-1964)**

BOOK 76 PAGE 321

SAFECO 88260

THIS CONTRACT, made and entered into this 23 day of March, 1979,
between SAMUEL A. WINDSHEIMER and GRACE E. WINDSHEIMER, husband and wife,
hereinafter called the "seller," and JAMES A. HAALAND and PATRICIA K. HAALAND, 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:

The West half ($W \frac{1}{2}$) of the Southwest quarter ($SW \frac{1}{4}$) of the Northeast quarter ($NE \frac{1}{4}$) of the Northwest quarter ($NW \frac{1}{4}$) of Section 24, Township 3 North, Range 9 East, Willamette Meridian.

SUBJECT to easements of record.

The terms and conditions of payment shall be as follows: The purchase price of **FIFTY-ONE THOUSAND FIVE HUNDRED**
\$51,500.00 Dollars, of which
ELEVEN THOUSAND FIVE HUNDRED **\$11,500.00** Dollars have
been paid **THREE HUNDRED TWENTY-NINE and 03/100** Dollars, and the balance shall be paid as follows:
THREE HUNDRED TWENTY-NINE and 03/100 **\$329.08** Dollars,
or more at the rate of **1st** **15th** **April** **1079**
and **THREE HUNDRED TWENTY-NINE and 03/100** **\$329.08** Dollars.

1st day of March, 1979

Ranier National Bank, 73 N. E. Estes, White Salmon/
Wash.

PURCHASER ACKNOWLEDGES contract from KEEL to LOGAN,
LOGAN's file #55158; KEEL's interest assigned to PRICE, Auditor's file #55196; contract from LOGAN
to OSHEIMER, Auditor's file #76819. Purchasers shall not cut and/or remove any timber on the
property unless 50% of the purchase price shall have been paid. It is understood and agreed that the
timber has aesthetic value as well as commercial value and purchasers agree that in the event timber
is harvested during the life of this contract, it shall be done in accordance with good Forest practice
and in a manner which shall be least damaging to the aesthetic values of the property. Further,
50% of the purchase price shall have been paid, purchasers shall secure permission of sellers
in event of sale of the property by the purchasers to a third party. This contract shall not be
cancelable without the consent of the sellers, and such consent shall not be unreasonably withheld.

As referred to the Board of Appeals of the Patent Office on March 14, 1979.

10. The Lender shall have the right to require payment by the Borrower of all amounts due under this Note, plus interest thereon at the rate of 10% per annum, and expenses, including attorney's fees, that may be between himself and trustee or receiver of the contract, or garnishee, for late payment of any mortgage, contract or agreement that have subject to any taxes or assessments, plus a lien on real estate, the

16. The pur-payer assumes all hazards of damage to or destruction of any improvements, property and real estate or here after placed thereon, and of the taking of any part thereof for a public use, and agrees that in such damage, destruction or taking shall not constitute a defense of non-delivery. In case any part of said property is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as a premium on the purchase price hereunder unless the amount so paid is less than the amount of the insurance carried by the seller against the risk of damage to or destruction of such property by fire or lightning, in which case the amount so paid shall be deducted from the amount so received, and the proceeds of such insurance remaining after payment of such premium shall be paid to the seller.

(c) The seller shall warrant, or agree to do so, within 15 days of the date of closing, a purveyor's policy of title insurance in standard form, or a commitment thereof, duly S.A.F.E. filed, by a company insuring the purchaser to the full amount of and purchased prior to or at the time of closing, to protect the title to the property from any claim as of the date of closing, excepting no exceptions other than those

- Present general exception disallowing invalidity from:**
 - Failure to give notice, which by the terms of the contract purports to do so, or as to which the conveyance hereunder is to be made subject, and**
 - Any existing contract or contracts under which seller is purposing to sell real estate, and any mortgage or other obligation, which exists by the contract agreed to pay, none of which for the purpose of this paragraph (6) shall be deemed defects in seller's title.**
 - 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 obliges to pay, after agreeing to make such payments in accordance with the terms thereof, and upon default in a purchase of all have, the right to make any payments necessary to remove the default, and any payments so made shall be applied to the amounts not failing due the seller's title is breached.**

fulfillment. Said to sold real estate, occupying 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, and subject to the following:

Easements of record.



(B) Unless a different day is specified for horses, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession until January 1st of the year in which the sale is made. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit any, 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, electric, gas, garbage or other utility services furnished to said real estate after the date of sale; purchaser is entitled to possession.

13. In case the purchaser fails to make any payment herein provided for or to maintain its insurance, as herein required, the seller may make such payment or other sums necessary and additional amounts paid by the seller together with interest at the rate of 10% per annum thereon from date of payment or other sums paid.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser of all fail to comply with or perform any condition in agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller, by notice to delivere all the purchaser's rights hereunder notwithstanding, 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 that has right to enter and take possession of the real estate, and no waiver by the seller of a default on the part of the purchaser that he continues as a owner of any subsequent default.

Service upon purchaser of all demands, notices or other papers by United States Mail, postage prepaid, return receipt requested, at or before the time named in the paper.

(11) Upon seller's election to bring suit to enforce any covenants of this contract, including but not limited to the non-competition covenant, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of litigation which may be incurred by the plaintiff.

If the seller shall bring suit to recover an adjudication of the title to the land, he shall pay all costs of the suit, including attorney's fees and all costs and expenses.

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John C. H. Stagg (1922-2007) was a historian of the United States at Princeton University.

On the Wall

STATE OF OREGON
1/16

Samuel A. Windsheimer and Grace E. Windsheimer

¹See also Klemm, "The 1991 Constitutional Crisis," which argued that the constitutional crisis was triggered by the opposition's attempt to amend the constitution to prohibit the president from serving more than two consecutive terms.

From *most* unlikely v. *at first* dead

For the 2013-14 school year, the Ontario Ministry of Education will implement a new

GIVEN _____ day of _____ month of _____ year this 22 day of May 1979.

6567 *Books to and for the State of Oregon
of value to Ted Force Col.*
TRANSACTION EXCISE *No commission exigible*

TRANSACTION EXPIRE My commission expires 12/31

Stephens County Treasurer

1000-SPACE HIGH DENSITY FLOOR MOUNTING SYSTEM

Filed for Record at Clerk's Office

When recorded mail to:

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Box 20000, Seattle, Wash. 98101

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First Comes Title Co.
in Kentucky on
17-10-1988 at Marshall, Ky., 78
AND REC'D IN BOOK 24
W. Deeded AT NAME By
COUNTY OF KENTUCKY, KY.
John Tolson
John Tolson
COURT CLERK
COURT CLERK