

888158

## REAL ESTATE CONTRACT

BOOK 74 PAGE 608

卷之三

卷之三

THIS CONTRACT, made and entered into this 20<sup>th</sup> day of February, 1979,  
between KARL W. BIAIKOWSKY and SUZANNE BIAIKOWSKY, husband and wife,  
hereinafter called the "Seller," and ALFRED R. DAUGHERTY and BETTY JEAN DAUGHERTY,  
husband and wife,  
hereinafter called the "Buyer,"

**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 the State of Massachusetts.

A tract of land located in Section 36, Township 3 North, Range 7½ E. W. N., more particularly described on Schedule A attached hereto, and consisting of 14 acres, more or less;

TOGETHER WITH all water rights appurtenant thereto.

1990-1991

1301371

The terms and conditions of this contract were agreed upon by the parties, and it is now executed in triplicate, one copy for each party.

The purchasers agree to pay the balance of the purchase price in the sum of Forty-Six Thousand and No/100 (\$46,000.00) Dollars in monthly installments of Five Hundred Forty-Six and 05/100 (\$46.05) Dollars, more or less, on the 25th day of April, 1971, and on the 20th day of each and every month thereafter until the full amount of the purchase price together with interest thereon paid in full. Interest on that purchases agree to pay no more than twenty-nine per cent (29%) of the unpaid amount of the purchase price in the calendar year 1970. The said monthly installments shall include interest at the rate of seven and one-half per cent (7.5%) per annum upon the monthly balances of the unpaid purchase price, and shall be charged first to interest and then to principal. After January 1, 1971, the purchasers shall have the right at any time they are not in default under the terms of this contract to pay without penalty any part or all of the unpaid purchase price in lump sum.

故此，我不能不說，這就是我所要說的。This is all I have to say.

卷之三十一 233

（三）新文化运动的评价

Our second class achievement was to develop a new model of the economy which is based on the concept of the "economy as a complex adaptive system". This model is based on the idea that the economy is a complex adaptive system, where agents interact with each other and with their environment, and that this interaction leads to emergent properties such as stability, resilience, and innovation. The model also takes into account the fact that the economy is a social construct, and that it is shaped by cultural, political, and economic factors.

（二）在本办法所称“重大事项”中，增加“重大诉讼或仲裁”项，原第三项“重大诉讼、仲裁及行政处罚”项并入。

我說：「是的，我就是那樣的。」他說：「你真是一個好孩子，我喜歡你。」我說：「我也是。」

(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 recover 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:

**(a) Easements and rights of way for public roads; and**

**(b) General taxes becoming due and payable in 1979.**

(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 to 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 or agreement herein 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 furnished 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 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 sum shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to accuse 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 sum 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.

*Karl Bialkowsky*

/SEAL

*Suzanne Bialkowsky*

/SEAL

*Alfred R. Daugherty*

/SEAL

*Sally Jean Daugherty*

/SEAL

STATE OF WASHINGTON,  
County of Skamania

On this day personally appeared before me KARL BIALKOWSKY and SUZANNE BIALKOWSKY, his wife, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and who acknowledged that they sign the same as their true and voluntary act and deed,

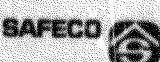
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20<sup>th</sup> day of February, 1979.

*J. C. D. L.*  
Notary Public in and for the State of Washington

Residing at Stevenson, therein.

WHEN REQUESTED, RETURN TO



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_