

BOOK 74 PAGE 408



between **KARL W. BIALKOWSKY and SUZANNE BIALKOWSKY, husband and wife,**  
hereinafter called the "seller," and **ALFRED R. DAUGHERTY and BETTY JEAN DAUGHERTY,**  
hereinafter called the "purchaser,"  
husband and wife,

A tract of land located in Section 36, Township 3 North, Range 7 E. N. M., more particularly described on Schedule A attached hereto, and consisting of 14 acres, more or less:

TOGETHER WITH all water rights appurtenant thereto.

TO THE TOWN ENGINEER

301374

The terms and conditions of this contract are as follows: The purchase price is FIFTY DOLLARS (\$50.00) and the quantity is ONE HUNDRED AND NO/100 units. The total amount payable is FIFTY DOLLARS (\$50.00). Payment shall be made by check or cash.

I hereby acknowledge receipt of the goods described above and agree to pay the purchase price as stated herein.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

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, or more, commencing on the 20th day of March, 1979, and on the 20th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid; provided, however, that purchasers agree to pay no more than twenty-nine per-cent (29%) of the principal amount of the purchase price in the calendar year 1979. The said monthly installments shall include interest at the rate of seven and one-half per-cent (7 1/2%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. After January 1, 1980, the purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price plus interest then due.

1724 West 13th Street, The Dalles, Oregon 97034

1976-03-20

[illegible]

1. 1949年12月1日，在天津、北京、上海、南京、杭州、武汉、广州、香港等地，同时爆发大规模的学生运动，要求政府释放政治犯，保障言论自由，改善民生。

一、“三民主義”：孫中山先生之革命理論，其要義有三：(一)民族主義：主張漢民族之獨立，並尊重其他民族之平等權利。(二)民權主義：主張人民有選舉、罷免、創制、複決之權利。(三)民生主義：主張平均地權，節制資本，以謀社會之福利。此三者為建國之基，缺一不可。

一、本行自成立以來，承蒙各界人士之愛護，業務蒸蒸日上。茲為擴大服務範圍，特在各地設立分行，以便顧客之需要。本行資本總額為一千萬元，實收資本為五百萬元。本行辦理各項銀行業務，包括存款、放款、匯兌、貼現等。本行信譽昭著，資金雄厚，手續簡便，收費低廉。本行地址設於上海南京路，電話號碼為一二三四五。本行歡迎各界人士之垂詢與惠顧。

[illegible]

2013年12月10日 星期三 12:00:00

6. There is no character as such by the terms of the contract the character is assumed as to which the conveyance is made. It is the subject and

1. 本行在 2019 年 12 月 31 日及 2018 年 12 月 31 日，均无因提供担保而形成的或有负债。  
 2. 本行在 2019 年 12 月 31 日及 2018 年 12 月 31 日，均无因提供担保而形成的或有资产。

(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 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, less 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 on 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 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 forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, 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 secure 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 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:

Karl A. Bialkowski (SEAL)

Suzanne Bialkowski (SEAL)

STATE OF WASHINGTON

County of Skumania

Alfred R. Daugherty (SEAL)

Betty Jean Daugherty (SEAL)

On this day personally appeared before me KARL A. 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 signed the same as their free and voluntary act and deed,

for the uses and purposes therein mentioned.

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

WHEN RECORDED, RETURN TO

John H. Linn  
Notary Public in and for the State of Washington  
residing at Stevenson, therein.

**SAFECO**  **SAFECO TITLE INSURANCE COMPANY**

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE