



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

• 187 •

SK-1155

315-28-4-203

THIS CONTRACT, made and entered into this 1st day of June, 1979

between Harold B. Jonnett, A single man

Horohter called the "seller," and Dwight C. Sievers, A single man & Steven C. Sievers, A single man  
Horohter 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 **Skaneania**, County, State of **Washington**:

County, State of Wellington;

The terms and conditions of this contract are as follows: The purchase price is Nineteen Thousand Dollars.

IS \$10,000.00 / Dollars, of which  
IS \$500.00 / Dollars have  
been paid, the remainder whereof is heretofore acknowledged, and the balance of said sum to be paid at the time and in the manner above specified.

**Two Thousand Dollars**

or more at purchaser's option, on or before the 10th day of April, 19<sup>PO</sup>, to PO

and Two Thousand Four Hundred dollars

or more at purchaser's option, on or before the 10th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay to the seller all costs and expenses of collection, including attorney's fees, if any, in the event of nonpayment by the purchaser.

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at

or at such other place as the seller may direct in writing.

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ATTORNEY  
WHEELER, WASH.  
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No. ....  
TRANSACTION EX  
JUN 26 1979  
Attenu Paid... \$190.  
Skamania County T

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## TRANSACTION ENGINE 1.0

JUN 26 1971  
Amount Paid \$190.00

**Siskiyou County Treasurer**

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

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied or assessed against the property or between frontier and greater Fort Verde bottoms, a sum on real and personal estate, and of and for other improvements, or his assumed payment of or agrees to purchase subject to, any taxes or assessments now or hereafter levied to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now on the premises and the land rented to him at each value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, his interest may always end to the insurance company.

15. The purchaser agrees that a 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 it to purchaser or seller or the assigns of either be held to any covenant for alterations, improvements or repairs unless the covenant or agreement relied on is concerned herein or, if in writing, and

16. 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 thereto, issued by SATECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in title up to and real estate as of the date of closing and continuing to the options other than the

#### 4. Printed material perceptions concerning on card policy factors

b) Liens or encumbrances which by the terms of this contract the purchaser is to assume, or by which the conveyance hereunder is to be made subject, and

15. 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 (5) shall be described defects in seller's title.

15.1 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 Seller is to pay, Seller agrees to make such payments in accordance with the terms thereof, and when default, Purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the amount due Seller under this contract.

(8) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to  
whichever it may contain,  
any thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing heretofore or any other  
than the seller, subject to the following:

Subject to 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 so long as purchaser is not in default hereunder. The purchaser covenants to keep the building, 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 connection charges for water, sewer, electricity, garbage or other utility services furnished to said  
real estate after the date purchased 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 revised, 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) That if, of the essence of this contract, (a) It is agreed that in case the purchaser shall fail to comply with or perform any condition in  
agreement he or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to  
declare all his purchaser's rights hereunder terminated, and when 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 to his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including but 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 enforce 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 entry in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

*Harold B. Connell*  
*M. J. Bacon*  
*Steve C. Sauer*

SEAL

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STATE OF CALIFORNIA,  
County of Orange

On this day personally appeared before me

*Harold B. Connell*

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

he

signed the same as

his

free and voluntary act and deed,

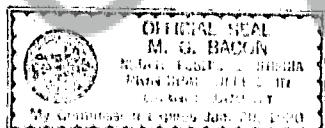
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

15 day of

June, 1977

*M. J. Bacon*  
Attala Publican for the State of California  
residing at Costa Mesa, California



SAFECO TITLE INSURANCE COMPANY

**SAFECO**

Filled for Record at Request of

ALL INFORMATION
INDIRECT
RECORDED
COMPASS
MAILED

NAME Harold B. Connell

ADDRESS 437 Fair Drive, #201

CITY AND STATE Costa Mesa, California 92626

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE WITHIN
STATED IN THIS CONTRACT, FILED BY
<i>M. J. Bacon</i>
ON <i>June 15, 1977</i>
IN RECORDER'S BOX # <i>76</i>
IN RECORDER'S BOX # <i>743</i>
AT COSTA MESA, CALIFORNIA, DATED
<i>June 15, 1977</i>
RECORDED BY <i>SAFECO TITLE INSURANCE COMPANY</i>

or more at purchaser's option, on or before the 10th day of April

《中華書局影印》

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and Ten Thousand Four Hundred dollars.

10th day of April

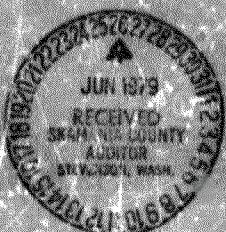
第三部分

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or made at purchaser's risk, art. 91 or before the 10th day of each succeeding calendar year until the balance of said insurance premium shall have been fully paid. The carrier is further agreed to pay interest on the above-mentioned balance at a rate of six percent per annum.

per cent per annum from the 1st day of JUNE, 1970, which interest shall be deducted from each instalment payment and the balance of each payment applied in reduction of principal.

All payments, no big chance two shareholders will see eye to eye or at such rates when all the other rejections.



TRACTION SYSTEMS 1-800

第74章

Ans + Pkt. 1990.00

As reflected in the original "American" edition

12. The purchaser agrees, and the seller agrees to fully pay, to him, the principal amount due under the old mortgage or claim by him, and such interest thereon, as his attorney may assess, and to pay all costs.

15. I, the undersigned, agree that the documents of sale shall not be taken away and that neither the seller nor his assigns shall be held to any responsibility for damages, or other expenses, or otherwise, in respect of any claim which may be made against me by reason of my having sold the car.

(g) The grantee assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, for the terms of two years or ten years from the date of this instrument, and agrees that no such damage, destruction or loss shall constitute a breach of this instrument. In case any part of said real estate is taken for public use, the portion of the compensation so awarded remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and accrued as payment on the principal sum herein unless the seller elects to receive the compensation, in whole or in part, as payment toward the compensation award to the lessor or his heirs. In case of my improvements damaged by fire or lightning, in case of damage or destruction from a peril insured against, the premium for insurance remaining after payment of the insurance premium of procuring the same shall be held to the restoration or rebuilding of such improvements within a reasonable time, unless the lessor gives a written notice to the contrary, in which event the seller may make payment on the principal sum herein.

(B) The seller has obtained or agrees to obtain within 15 days of the date of closing, a purchaser's policy title insurance in standard amount from a FFCO title insurance Company, insuring the property to the full amount it purchases prior to the time of closing, to value real estate as of the date of closing and containing no exceptions other than the

1. Parties to the conveyance are as follows: \_\_\_\_\_  
2. Date of execution of the conveyance: \_\_\_\_\_  
3. Description of the property being conveyed: \_\_\_\_\_  
4. Consideration: \_\_\_\_\_  
5. Name of the conveyancer: \_\_\_\_\_  
6. Name of the stamp duty collector: \_\_\_\_\_  
7. Name of the surveyor: \_\_\_\_\_  
8. Name of the architect: \_\_\_\_\_  
9. Name of the engineer: \_\_\_\_\_  
10. Name of the builder: \_\_\_\_\_  
11. Name of the agent: \_\_\_\_\_  
12. Name of the broker: \_\_\_\_\_  
13. Name of the lawyer: \_\_\_\_\_  
14. Name of the notary public: \_\_\_\_\_  
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100. Name of the witness: \_\_\_\_\_

ARTICLE 13 - If the holder fails to make payment when due, or if he fails to observe any other covenants or conditions contained in this Note, the right of the holder to require payment in full at any time may be exercised.

Starting at an iron pipe at the Southeast forty corner of the NW 1/4 NE 1/4 of Section 28, T. 21 S., R. 5 E., N.M., and run N. 70° 37' E. for 778.40' to a pipe, run N. 70° 39' 55" E. for 774.27' to a pipe, run N. 2° 08' 10" E. for 244.1' to a pipe set at the Southwest corner of the NW 1/4 of NE 1/4 of Section 28 then run along South line of the NW 1/4 of NE 1/4 of Section 28 N. 49° 46' 59" E. for 630.20' to point of beginning. Contains 16.231 acres more or less.

A road easement for ingress and egress 90 feet wide being 25 feet on either side of the following described center line as well as a 5 foot wide strip bordering on the last edge of the 50 foot strip for utilities; starting at an iron pipe at the Southwest corner of 1/4 of NE1/4 of NW1/4 Section 28-1, T. N., R. 5 W., N.M. and run S.  $77^{\circ} 30' 20''$  W. for 25.0' to centerline of road easement, run along centerline S.  $00^{\circ} 20' 40''$  E. for 46.0' to point of beginning of easement which is center of cul-de-sac with 50' radius which cul-de-sac is part of easement, from this center run along centerline S.  $00^{\circ} 20' 40''$  E. for 90.0' more or less to the intersection with the South boundary of the La Junta County road right-of-way.

California  
STATE OF WASHINGTON  
County of Orange

Harold B Connell  
H. B. C.  
Steve C. Lewis  
Steve C. Lewis

(SEAL)

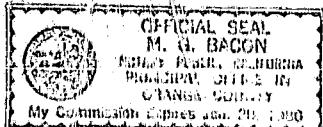
(SEAL)

(SEAL)

(SEAL)

On this day personally appeared before me **Harold B. Connell** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes herein intended.

GIVEN under my hand and official seal this 15 day of June, 1979



M. A. Bacon  
Notary Public in and for the State of Washington, California  
residing at Costa Mesa, California



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

SEARCHED	INDEXED
SERIALIZED	FILED
RECORDED	
COURT APPROVED	
MAILED	

NAME: Harold B. Connell

ADDRESS: 427 Fairview Drive • PMB

CITY AND STATE: Costa Mesa, California 92626

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THE FOREGOING DEED WAS SIGNED AND SWORN TO BE TRUE AND CORRECT BY
Harold B. Connell
IN THE CITY OF COSTA MESA, CALIFORNIA, ON JUNE 15, 1979.
THE DEED WAS SWORN TO BE TRUE AND CORRECT BY
M. A. Bacon
IN THE STATE OF WASHINGTON, ON JUNE 15, 1979.
THE DEED WAS SWORN TO BE TRUE AND CORRECT BY
M. A. Bacon
IN THE STATE OF WASHINGTON, ON JUNE 15, 1979.