



87375

**REAL ESTATE CONTRACT
(OMA 1984)**

APRIL 7, PAGE 30

THIS CONTRACT, made and entered into this 22nd day of January, 1979,
between NELSON L. MEAGHERS and RUTH M. MEAGHERS, husband and wife,
and after called the "Seller," and LAUREN S. LYONS and ANNETTE K. LYONS, husband and wife,

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described
Skamania County, State of Washington.

Skamania

REFERENCES

SEE EXHIBIT "A" ATTACHED HERETO

6045

No. _____
TRANSACTION EXCISE TAX

JAH 33

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Seaman County Treasurer
by Frank C. Clegg, Corson

FOURTY THOUSAND EIGHT HUNDRED

$\times 10^{-3} \times 10,000$ times of weight.

The terms and conditions of this contract are as follows: The purchase price is **FORTY THOUSAND DOLLARS**, \$ 40,000.00 dollars, of which **THIRTY** \$ 30,000.00 dollars, or **SEVEN THOUSAND** \$ 7,000.00 Dollars have been paid, the freight amount of forty dollars is uncharged, and the total car load purchase price will be paid in full as follows: **TWO HUNDRED EIGHTY-FIVE** \$ 285.00 Dollars, on known by Purchaser's deposit, on or before the **22nd** day of **January**, 1979, **THREE HUNDRED EIGHTY-FIVE** \$ 285.00 Dollars.

and TWO HUNDRED EIGHTY-THREE DOLLARS AND FORTY-FIVE CENTS, day of January, one thousand nine hundred and forty-eight, being the amount due the balance of account of the above named purchaser, option to reduce the same by one-half if he shall make payment in full before the first day of January, one thousand nine hundred and forty-nine, and the balance to be paid interest on the 30th day of each month thereafter until paid in full.

In the event the purchasers sell the property described herein during the term of this contract, then the parties herein agree that the same may be resold for a twenty (20) year period.

Subject to additional terms and conditions per Schedule "A" attached.

Property represented by sellers and agent "as is" in regards to any physical improvements, zoning, survey or otherwise.

January 1973

在一個沒有社會主義的社會中，我們不能夠有社會主義的運動。我們不能夠有社會主義的運動，因為社會主義的運動是屬於社會主義的社會的。我們不能夠有社會主義的運動，因為社會主義的運動是屬於社會主義的社會的。

（三）在本行的组织内，对本行的规章制度、工作计划和预算、人事任免、重要合同、重要决策等重大事项，实行集体领导，民主集中，个别酝酿，会议决定。

The surface area of each cell is proportional to its volume. Thus, small cells have larger surface areas per unit volume than large cells. This is important because, as cells grow, they must take in more nutrients and oxygen and release wastes, all of which require a large surface area.

18. The last lesson of this study is to encourage the implementation of more intersectoral, participatory, and local approaches to the assessment of environmental risks. Such an approach would be more effective and efficient than the current top-down, centralized approach. It would also be more representative of the concerns of local communities. If done properly, such an approach can take into account the needs and aspirations of the local community, as well as the broader environmental impacts of the proposed development. This would help to ensure that the proposed development is truly sustainable and respects the rights and interests of all stakeholders involved.

(b) The holder is entitled to receive from the issuer 15 days of the date of closing a portion of the amount of the premium or stamp duty paid by the holder, provided that the holder has paid the full amount of such premium or stamp duty.

(7) The seller agrees, upon receipt of full payment of the purchase price and interest at the rate above specified, to execute and deliver to purchaser a statutory warranty part thereof heretofore given for payment, free of all encumbrances except any that may attach after date of closing through any action other than the seller, and subject to the following:

Fulfillment

to said real estate, excepting any

(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 rights the seller might have by reason of such default.

(10) That 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 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 of attorney's fees and all costs and expenses in connection with such suit, which sum shall be includable in any judgment or decree rendered 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 of attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of retaining experts 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.

Annette K. Hayes

Joseph L. Udall, Jr.

Ruth M. Meaghers

STATE OF WASHINGTON

County of Klickitat

NELSON L. MEAGHERS and RUTH M. MEAGHERS

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

they

signed the same in

their

free and voluntary act and that

for the uses and purposes herein mentioned.

Given under my hand and affixed thereto this 23rd day of January, 1979.

Ramona L. James

Notary Public in and for the State of Washington

Attest: White Salmon, therein.



SAFECO TITLE INSURANCE COMPANY

SEARCHED	INDEXED
SERIALIZED	FILED
JAN 23 1979	
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JAN 23 1979	
SEARCHED	INDEXED
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JAN 23 1979	

Filed for Record at Request of

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 415

CITY AND STATE White Salmon, WA 98672

TWO SPACES RESERVED FOR RECORDERS USE

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JANUARY AUDITOR

EXHIBIT "A"

Commencing at a point 237.5 feet west and 1264.21 feet north of the Quarter corner on the south line of Section 36, Township 1 North, Range 7 East Willamette Meridian, said point being the intersection of the center line of Chesser Road and Rock Creek Springs Road; thence north $60^{\circ} 31'$ west following the center of the said Rock Creek Springs Road 75.3 feet, thence south $11^{\circ} 59'$ west 146.3 feet; thence south $78^{\circ} 01'$ east 67.3 feet; thence north $16^{\circ} 15'$ east 122.9 feet to the intersection with the center of the said Rock Creek Springs Road; thence north $60^{\circ} 31'$ west 1 foot on the point of beginning. LESS public road right of way.

ALSO that portion of Lot 10 of MEAGHERS ADDITION TO STEVENSON according to the re-plat thereof on file and of record in Book A, page 120, Skamania County Plat Records, described as follows: Beginning at the northwest corner of said lot 10, thence $16^{\circ} 59'$ west 71.47 feet; thence south $0^{\circ} 19'$ west 35.00 feet; thence south $89^{\circ} 41'$ east 136.63 feet, thence north $10^{\circ} 45'$ east 109.94 feet; thence south $85^{\circ} 00'$ west 24.77 feet to the point of beginning.

ALSO all that portion of the vacated lane adjacent to lots 20 and 21 as contained on the re-plat of MEAGHERS ADDITION TO STEVENSON on file and of record in Book A, page 120, Skamania County Plat Records.

SCHEDULE "A"

Sellers herein agree to complete work items on the subject property with costs outlined below:

Garage	
Concrete - 10' x 14'	10.00
22 2 x 4 \$61.00 each (stands)	41.58
4 12' x 13.00 each	12.60
Nails - 5 lbs. .75¢	.75
1 door - framed	25.00
Labor	165.00
St. sales tax	10.70
	\$327.75

Prices subject to actual expense. If less, credit will be given purchasers. If more, Lyons will pay additional difference. All invoices to be held.

Nelson L. Meachers
NELSON L. MEAGHERS

Larry S. Lyons
LARRY S. LYONS

Ruth M. Meachers
RUTH M. MEAGHERS
Sellers

Annette J. Lyons
ANNETTE J. LYONS
Purchasers

MEAGHERS to LYONS
Exhibit "A" and Schedule "A"
Real Estate Contract