

89436



SAFECO

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

BOOK 27 PAGE 157

THIS CONTRACT, made and entered into this 13th day of September, 1979,

between **JOHN S. POMEROY**, a single man,
hereinafter called the "seller," and **JESSE J. BYERS and EULA M. BYERS**,
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:

Lot 1, DOWNER'S SHORT PLAT, revised, of the Southeast Quarter of the Northwest Quarter West of Duncan Creek in Section 28, Township 2 North, Range 6 E.W.M., recorded May 26, 1978, under Auditor's File No. 86448, records of Skamania County, Washington.

SUBJECT TO easements and rights-of-way for County Road No. 1011, designated as the Duncan Creek Road.

AND SUBJECT TO mortgage dated July 25, 1978 and recorded July 27, 1978 in Book 55 of Mortgages, page 663, Auditor's File No. 86901 Skamania County, Auditor, Washington.

The terms and conditions of this contract are as follows. The purchase price is **Thirty-seven Thousand Five Hundred and No/100** ----- is \$37,500.00, plus accrued interest at **Fifteen Thousand and no/100** ----- is \$15,000.00, plus accrued interest, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Two hundred fifty and no/100 ----- is \$250.00, plus accrued interest at **Two hundred fifty and no/100** ----- is \$250.00, plus accrued interest,

or more at purchaser's option, on or before the **1st** day of **October** -----, or **Two hundred fifty and no/100** ----- is \$250.00, plus accrued interest,

or more at purchaser's option, on or before the **1st** day of each succeeding calendar month until the balance of said purchase price has been paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of **11 1/2%** per cent per annum from the **13th** day of **September**, 1979, 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.

Purchasers agree to continue to try to arrange outside financing in order to cash Seller out at the earliest possible date. Purchasers agree that no timber shall be cut on the above-described real property until the purchase price plus interest accrued has been paid in full.

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

September 10, 1979

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, covenants or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that 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 the purchaser or seller or the buyer or seller be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relating thereto is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage by or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate 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 payment on the purchase price hereon unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be diverted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) 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 therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form.
b. Liens or circumstances which by law form a title to the purchaser is to assume, or as to which the conveyance hereunder is to be made subject, and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by the contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defective in seller's title.

(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 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.

17. The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, on a short and/or long-term basis, to warrant and hold harmless the buyer from any and all claims, demands, losses, expenses, costs, damages, and attorney fees, arising out of or resulting from any acts or omissions of the seller, his agents, employees, or assigns, or any other persons or entities involved in the transaction, except those arising from the willful acts of the buyer, his agents, employees, or assigns, or any other persons or entities involved in the transaction.

Pullment

These findings were presented at a conference on

SUBJECT TO easements and rights-of-way for County Road No. 1011,
designated as the Duncan Creek Road.

(B) 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 agrees 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.

(iii) In case this 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 to accrue from the date of payment until repaid), shall be recoverable by purchaser at 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 default in any condition of 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 title estate shall be forfeited to the seller in full as damages, and the seller shall have right to recover and take possession of the real estate; and no waiver by the seller of any default by the part of the purchaser shall be construed as a waiver of any subsequent default.

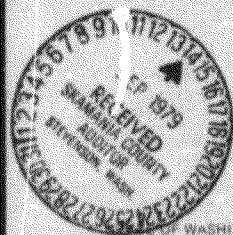
Delivery: upon payment of all postage, airmails or other charges for a regular / to forward, and to receive at the address indicated by United States Mail, postage prepaid, return receipt requested, or a fax to the customer to his address and known to the seller.

(iii) Once seller's election to bring suit to enforce a covenant of this contract, including the covenants of non-competition, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses of enforcement and defense of such action.

included in any judgment or decree entered in such suit.

the purchaser agrees to pay a reasonable sum, as attorney's fees and all costs and expenses, including the cost of mailing records to determine the condition of title at the date and place of purchase, or to have a survey made of any property or decree entered in such suit.

IN WITNESS WHEREOF, the undersigned Person has executed this instrument this 2nd day of July, 2007, their County, State and year.



Comments—Skarvan, J.

我们希望，通过这一系列的报告，能够帮助大家更好地理解中国社会的多样性和复杂性。

John G. Engoy

to me known to be the case in all numbered instances who exercised the option and using instruments which were not covered by

be a *supplementary* hit.

（原稿一式三份，其中一份由各系、部、处、室存查，另两份由教务处存查）

Given and my hand and seal this day of September, 1979.

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REFERENCES

11/10/12
Amherst # 27440 - Goose noble

19. *Leucania Comma* (Hufnagel)
♂ ad. June 22. Coromandel.

 SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

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SUMISTRADE
SCHOOL OF M.R.
EDUCATION
MANAGEMENT
COMPARED
MARKET

THIS SPACE RESERVED FOR RECORDER'S USE

1111-18 WASHINGTON
COUNTY OF SKAMANIA 18

I HEREBY CERTIFY THAT THE WRITTEN STATEMENT
INSTRUMENT OR WRITING FILED BY
Steve Englehardt
OF Thomson
AT 7-14-66 A.G. 14 P.
WAS RECORDED IN BOOK 77
ON 166 AT PAGE 1
RECORDS OF SKAMANIA COUNTY, WASH.