

89596

## **REAL ESTATE CONTRACT**

77 PAGE 253

THE CONTRACT made and entered into this 26

644 SEPTEMBER, 1979

between JACK A. SUNSERI, A SINGLE M.A.

hereinafter called the "seller," and MERLE GENE FELLOWS AND RITA ELLEN FELLOWS, HUSBAND AND WIFE

Government filed the "pursuant"

**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:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO (1) Contract including terms and provisions thereof, between VanPort Manufacturing, Inc., as seller, and Robert S. and Myrtle L. Smircich, subsequently Jack A. Sunseri, as purchasers; (2) Easements and restrictions as shown on Sunseri - Smircich Short Plat.

Reserving to the grantee the right of way and easement five (5) feet in width  
on over and across the above described property at a location to be agreed  
upon by seller and purchaser, for utility purposes.

Purchaser agrees to pay a Ten (10) Dollar late charge for each day late.

Anything herein to the contrary notwithstanding the purchase price shall be paid by September 26, 1994.

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The general trend of the results is shown in Fig. 1. The mean number of eggs per female was highest at 10°C., and decreased as the temperature increased. At 15°C. the mean number of eggs per female was significantly lower than at 10°C. and at 20°C. The mean number of eggs per female was significantly higher at 10°C. than at 25°C.

3. The seller, John W. Johnson, whose purchase price is fully paid to keep the buildings now and hereafter located on said real property for the amount of one thousand dollars against loss or damage by both fire and Windstorm in a company insurance company for the sum of one thousand dollars, his interest may appear, and to pay all premiums thereon, and to deliver all policies and renewals thereof to the seller.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor any covenant respecting the condition of any improvements thereon has shall make that the purchase or selling of the same at either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is written and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage or destruction of any improvements now on the premises, and of the taking of real estate by any party thereto for public use, and agrees that no such damages, whether of compensation or otherwise, shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the compensation so received, after payment of reasonable expenses of procuring the same, shall be paid to the seller and any loss so incurred by the purchaser because the seller elects to make the purchaser to apply it as a portion of such condemnation award to the replacement or reconstruction of any improvements damaged by such taking. In case of damage or destruction of any such improved property, the person or persons responsible for the same shall be liable to the seller for the replacement or reconstruction of such improvements after payment of the reasonable expense of procuring the same, shall be liable to the seller for the replacement or reconstruction of such improvements within a reasonable time, and a purchaser who fails to do so shall pay to the seller for application on the unpaid balance due hereon.

(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 thereto, issued by First American Title Insurance Company, insuring the purchase 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 encumbrances which by the terms of this contract 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 has this contract agreed to pay, none of which for the purpose of this paragraph (5) shall be deemed del. \*; 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 payment 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, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

#### Easements and restrictions 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 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 12% 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 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.

Servis upon purchaser of all notices, demands or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail postage paid, return address or return receipt requested, directed to the purchaser, at his address last known to the seller.

(11) Upon seller's election to declare all the purchaser's rights hereunder terminated, the purchaser agrees to pay to the seller such attorney's fees and all costs and expenses in connection with such suit, which sums shall be deducted in any judgment or decree entered in such suit.

If the seller shall bring suit for the recovery of liquidation of the termination of the purchaser's rights hereunder, and judgement is so entered, the purchaser agrees to pay to the seller such attorney's fees and all costs and expenses in connection with such suit; and also the reasonable cost of defending such suit, including 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.

(SEAL)

89596

EXHIBIT "A"

A tract of land in the Southwest Quarter of Section 30, Township Range 5 East, Willamette Meridian, County of Skamania, State of Washington, described as follows:

Beginning at a point of the East line of the Southwest Quarter of said section 957.04 feet South 01° 02' 58" East of the center of said section; then South 89° 21' 15" West 778 feet; thence South 200 feet thence East 778 more or less, to the East line of the Southwest Quarter of said section northerly along said east line to the point of beginning.

Also described as Lot 3 of the Sunseri - Smircich Short Plat as recorded August 22, 1979 on page 125 of Book 2, Skamania County Short Plat Records.

TOGETHER WITH a non-exclusive easement 60 feet in width as described and shown on the said Sunseri - Smircich Short Plat for ingress, egress and utility purposes on, over and along the private roads from said property described above to Huckins - Buhman County Road.