

REV. 10

277

PLATE 4

## **REAL ESTATE CONTRACT**

ST-30-1200

THE CONTRACT, now and forever 1988 5th May 1979

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Witnesses: Don Anderson and Colanne J. Anderson, husband and wife, and Dan Bunn, Inc., a Washington Corporation

daughter called the "Miller," and David L. Sines and Susan J. Sines, husband and wife, and William C. Erickson and Ellen A. Erickson, husband and wife.

nowhere called the "parsons."

**WITNESSETH:** That he wishes to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the covenants, etc., Skamania County, State of Washington.

A circular library stamp with a double-line border. The outer ring contains the text "LIBRARY OF THE UNIVERSITY OF TORONTO" at the top and "ONTARIO CANADA" at the bottom. The inner circle is divided into four quadrants by a cross; the top-left quadrant contains a large number "4", and the other three quadrants contain the date "NOV 6 1975".

7131  
No. 1  
~~TRANSACTION EXCISE TAX~~  
NOV 7 1979  
Anson Park #120-00  
Shenandoah County Treasurer

The terms and conditions of this contract are as follows: The purchase price is ~~Twenty~~ Thousand and No/100 Dollars, or \$20,000.00<sup>00</sup> I. B., of which ~~Five~~ Thousand and No/100 Dollars, or \$5,000.00<sup>00</sup> I. B., is paid at the time of signing this contract, and the balance shall be paid as follows: ~~Five~~ Hundred and No/100 Dollars, or \$500.00<sup>00</sup> I. B., on the 7th day of December, 1979, or more at purchaser's option, on or before the 7th day of each succeeding calendar month, until the last payment is made, or more at purchaser's option, on or before the 7th day of each succeeding calendar month, until the last payment is made, the purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing unpaid balance at the rate of ~~Eight~~ per cent per annum from the 7th day of December, 1979, which interest shall be deducted from each installment payment, and the balance of the sum mentioned is to be paid in full at such other place as the seller may direct in writing.

This contract, together with interest due thereon, shall be paid in full on or before seven (7) years from the date of its execution.

DATA SET RECORDING

(1) The Purchaser's acceptance and agreement to pay before delivery shall cause, and agreement to pay may be broken by either party at any time prior to delivery by the Purchaser, his heirs, executors, administrators or assigns.

(2) The purchaser agrees, until the purchase price is paid in full, to keep the buildings now and formerly placed on said lot in good repair, subject to the actual care which cannot exceed loss or damage by fire and windstorm in a manner acceptable to the seller and to the other parties as may be determined, may appear, and to pay all expenses therefore and to deliver all receipts and payments received by

13. The two parties agree that full inspection of said real estate, has been made and that either the owner or his assigns shall be held responsible for any defect existing at the time of the sale, except that the purchaser or seller or the lessee or either be held responsible for any damage to the property by reason of the destruction, deterioration or waste under the circumstances or agreement which it is contained herein or in

(g) The purchaser assumes all burdens of damage, or deterioration of any improvements now in, all real estate or leased or power houses and of the buildings and real estate or any part thereof, for public use, and agrees that no such damage, destruction or loss, shall constitute a cause of non-delivery. To cover any part of said real estate taken for public use, the portion of the compensation awarded, consisting of a sum equal to reasonable expenses of removing the same, shall be paid to the seller and applied as payment on the purchase price herein set forth, and to allow the purchaser to deduct a portion of such compensation, applied to the reduction of rents or rents of any improvements damaged, such losses, in case of a fire or destruction, from a credit balance, except the amount of damage, or deterioration, or loss, so far as it can be ascertained.

(3) The policyholder or assignee may deliver written notice to the agent or carrier, & it shall be a policy of this insurance to provide for the payment of all amounts due under the policy by reason of damage to property, as of the date of closing and terminating the policy.

10. The following table shows the number of hours worked by each employee.

It is also important to note that the results of this research are dependent on samples as yet which the conversion formulae have not been tested on.

After a period of 10 days, each of the patients returned to the laboratory with an ECG and 24-hour Holter tape to either stage-1 or stage-2 exercise testing. The exercise test was identical to the one performed at baseline.

(9) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing same from bank, 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.

(10) 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 full title deed to said real estate, except any part thereof heretofore 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:

#### casements and reservations of record.

(11) 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.

(12) 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 to seller, itemized, all without prejudice in any other right the seller might have by reason of such default.

(13) Time is of the essence of this contract, and if 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 prompt 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.

(14) Service upon purchaser of all demands, notices or other papers with respect to purchases 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.

(15) 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 judgment in any judgment or decree entered 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 as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of service, having regard 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.

Dated at \_\_\_\_\_, \_\_\_\_\_  
By: Don Anderson  
Dona Bunn, Power of  
Attorney  
Don Anderson

David J. Simms (seal)  
Susan J. Simms (seal)  
William C. Erickson  
Willie J. Erickson  
Janice E. Erickson

STATE OF Washington,  
County of Clark

On this 5th day of October, A.D. 1979 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Don Anderson, President and David J. Simms, Secretary, respectively, of the corporation, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereunto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

STATE OF Washington,  
County of Clark

On this 5th day of October, A.D. 1979 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don Anderson, to me known to be the individual described in and who executed the foregoing instrument, for himself and as attorney in fact, to Don Anderson, also herein described, and acknowledged to me that he is a duly authorized attorney for Don Anderson, his voluntary act and deed and as the free and voluntary act and deed of the party Don Anderson, for the uses and purposes herein mentioned, and no authority state or other, or power of attorney authorizing the execution of this instrument has ever been given to him that the said instrument is now valid.

WITNESS my hand and official seal hereunto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

89910

EXHIBIT "A"

The following described real property located in Skamania County, State of Washington, to-wit:

The West half of the Northeast quarter of the Southwest quarter of Section 30, Township 2 North, Range 7 East of the Millwood Meridian, Skamania County, Washington.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities over, under and across a strip of land 60.00 feet in width, the centerline of which is described as the North-South centerline of the Southwest quarter of the Northeast quarter, and the Northwest quarter of the Southeast quarter of said Section 30.

EXCEPT: The South 1.00 foot of the above described 60.00 foot strip.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities over, under and across a strip of land 60.00 feet in width, the centerline of which is the South line of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 30.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities over, under and across a strip of land 60.00 feet in width, the centerline of which is the West line of the Southwest quarter of the Northeast quarter of the Southeast quarter of said Section 30.

PRESERVING unto the Seller a strip of land 30 feet on each side of the centerline described as the North-South centerline of the Southwest quarter of the Northeast quarter, and the Northwest quarter of the Southeast quarter. Such reservation shall commence at the Northerly line of this described parcel. Providing, however, that the Seller does hereby grant unto the buyer an easement in and to the described reservation, EXCEPT the southerly one foot thereof, such easement for purposes of ingress and egress, together with uses for utilities, as set forth in instrument recorded under Auditor's File No. 1114.

SEARCHED
INDEXED
NOTARIZED
RECORDED
COMPARED
SERIALIZED

RECEIVED BY  
CLERK OF CLARKSON COUNTY  
I HEREBY CERTIFY THAT THE FOREGOING  
INSTRUMENT OF WRITING IS A TRUE  
*H. C. Tidwell*  
COPIED FROM THE ORIGINAL  
AT 2:30 P.M. 11/7/1967  
YEAR REC'D. IN BOOK 17  
REC'D. ON 11/7/1967  
RECORDS OF CLARKSON COUNTY, WASH.  
*J. M. Wood*  
CLERK OF CLARKSON COUNTY  
*G. L. Johnson*  
SHERIFF OF CLARKSON COUNTY