

CH0131

REAL ESTATE CONTRACT BOOK 77 PAGE 74



THIS CONTRACT, made and entered into this 20th day of December, 1979,  
between BETHEWEL HENDRY, as his separate estate,

hereinafter called the "seller," and TERRY LOUIS MITCHELL and RENATE MITCHELL, 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 Sharania County, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO



The terms and conditions of this contract are as follows: The purchase price is **TWENTY-EIGHT THOUSAND TWENTY-FIVE** ----- \$28,025.00 Dollars, of which

FIVE THOUSAND (\$5,000.00) Dollars, shall be due and payable on or before the 21st day of January, 1980, and TWO HUNDRED (\$200.00) Dollars, shall be due and payable on or before the 21st day of each succeeding calendar month during the year 1980, thereafter the purchaser's may pay TWO HUNDRED (\$200.00) Dollars, or more at purchaser's option, on or before the 21st day of January, 1981, and TWO HUNDRED (\$200.00) Dollars, or more at purchaser's option, on or before the 21st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of nine one-half (9 1/2) percent per annum from the 28th day of December, 1979, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Columbia Gorge Bank, Bingen, WA Branch

卷之三十一

第二步：在“我的电脑”中右键单击“我的文档”，选择“属性”，在“共享和安全”选项卡中，将“共享名为”设为“我的文档”，“权限”设为“完全控制”，单击“应用”按钮。

（三）在“五·四”运动中，爱国学生首先提出“外争主权，内除国贼”的口号，这是对帝国主义和北洋军阀的斗争，是反帝反封建的爱国运动。但同时，他们也提出“废除二十一条”、“拒绝在和约上签字”等反帝要求，这又带有民族主义的色彩。

As the author has observed, the new technology will bring about a revolution in the field of education, as it provides a means for the rapid transmission of knowledge and information.

- Following general exceptions occurring in said policy form:  
a. Limit of recoverability which by the terms of this contract the purchaser is to assume, or as to which the seller and  
purchaser are to make adjustment; and  
Any existing contract or warranty under which seller is purchasing said real estate, and any mortgage or other obligation  
from which seller by this contract agrees to pay, none of which for the purpose of this paragraph 13 shall be deemed  
to exceed \$100.

(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, deed of trust 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 fulfillment 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 of record and as reserved herein.**

(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 sell, 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 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 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, such 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 should 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 searching records to determine the condition of title of 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.

Ronald V. Udall (SEAL)

Perry June Mitchell (SEAL)

Bethel J. Hendryx (SEAL)

STATE OF WASHINGTON,  
County of Klickitat

BY THE HON. BETHEL J. HENDRYX

On this day personally appeared before me \_\_\_\_\_ 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 true and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the 28th day of December, 1979.

WHEN RECORDED, RETURN TO

7230  
No. 1  
TRANSACTION EXCISE TAX  
DEC 31 1979  
Amount Paid \$ 50.00

SAFECO  SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME JOSEPH L. UDALL, Attorney at Law

ADDRESS P. O. Box 425

CITY AND STATE White Salmon, WA 98672

THIS SPACE RESERVED FOR RECORDER'S USE

SEARCHED	INDEXED
SERIALIZED	FILED
JANUARY 10 1980	
SKEAMAN COUNTY, WASH.	
REC'D. BY REC'D. BY	
JOSEPH L. UDALL	
ATTORNEY AT LAW	
WHITE SALMON, WA	
QUALITY AUDITOR	
JOSEPH L. UDALL	

90134

## EXHIBIT "A"

A tract of land in the Northwest One-Quarter of the Northwest One-Quarter of Section 2, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Commencing at the Northwest corner of said Section 2; thence South 03° 05' 33" East along the west line of said Section 2 a distance of 1,288.89 feet to the Southwest corner of said Northwest One-Quarter of the Northwest one-Quarter; thence North 89° 09' 21" East along the South line of the said Northwest One-Quarter of the Northwest One-Quarter 1,188.73 feet; thence leaving said South line at right angles North 00° 50' 39" West 60.00 feet to an iron rod and the true point of beginning of this description; thence North 38° 27' 13" East 232.28 feet; thence North 29° 30' 53" East 142.68 feet; thence North 31° 03' 33" West 170.06 feet; thence North 07° 27' 06" West 150.61 feet; thence North 17° 08' 41" West 632.00 feet to the North line of said Section 2; thence South 88° 52' 00" West along the north line of said Section 2 a distance of 430.18 feet; thence South 03° 05' 33" East parallel with the west line of said Section 2 a distance of 632.62 feet; thence North 89° 09' 21" East parallel with the South line of the said Northwest One-Quarter of the Northwest One-Quarter 250.00 feet; thence South 03° 05' 33" East parallel with the West line of said Section 2 a distance of 599.9 feet to the North right-of-way of Lakeside County Road; thence North 89° 09' 21" East along the North line of said Right-of-Way 201.09 feet to the point of beginning.

LESS AND EXCEPT: A 40 foot wide road being 20 feet on each side of the following described centerline:

Commencing at the Northwest corner of Section 2; thence South 03° 05' 33" East along the west line of said Section 2 a distance of 1,288.89 feet to the Southwest corner of the said Northwest One-Quarter of the Northwest One-Quarter; thence North 89° 09' 21" East along the South line of the said Northwest One-Quarter of the Northwest One-Quarter 1,188.73 feet; thence leaving said South Line at right angles North 00° 50' 39" West 60.00 feet; thence South 89° 09' 21" West 20.08 feet to the point of beginning of this centerline description; thence North 09° 35' 45" East 160.22 feet; thence on a 28.00 foot radius curve left 64.62 feet (the long chord of which bears North 56° 31' 01" West 51.20 feet); thence South 57° 22' 12" West 112.05 feet; thence on a 38.50 foot radius curve right 80.32 feet (the long chord of which bears North 62° 51' 41" West 66.53 feet); thence North 03° 05' 33" West 422.10 feet; thence on an 18.52 foot radius curve left 16.23 feet (the long chord of which bears North 28° 12' 20" West 15.72 feet); thence North 53° 19' 08" West 218.19 feet; thence on a 95.00 foot radius curve left, 27.51 feet (the long chord of which bears North 61° 36' 54" West 27.41 feet); thence North 69° 54' 40" West 78.40 feet to an intersection with the West line of the above described parcel, said point being South 03° 05' 33" East 443.31 feet from the Northwest corner of the above described parcel.

SUBJECT TO EASEMENTS and rights of record.

HENDRYX to MITCHELL  
Real Estate Contract  
Exhibit "A"

SEARCHED	INDEXED
SERIALIZED	FILED
RECORDED	
SERIALIZED	
JULY 1974	
SHERIFF	