

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this **1st** day of **April, 1967** between
DAVID G. HARRIS and ALBERTA L. HARRIS, hereinafter called the "seller" and
 husband and wife,
JONATHAN E. KNAUPP and SHIRLEY J. KNAUPP, hereinafter called the "purchaser,"
 husband and wife,

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in **Skamania** County,
 Washington:

All that portion of Government Lot 2 of Section 32, Township 3 North,
 Range 9 E. W. M. lying southerly of the Spokane, Portland & Seattle
 Railway Company's right of way; and that portion of Government Lot 1
 of Section 32 described as follows: Beginning at a point marked by an
 iron pipe on the east line of the said Government Lot 1 south 344.38
 feet from the intersection of said east line with the center line of
 the Spokane, Portland & Seattle Railway Company's right of way pro-
 duced north 86° 11' 30" east from its intersection with the west line
 of the said Lot 1; thence south 48° 30' west 161 feet; thence south to
~~XXXXXXXXXXXXXXXX~~ the southerly line of the said Government Lot 1;
 thence in a northeasterly direction to intersection with the east line
 of said Government Lot 1; thence north to the point of beginning;
 SUBJECT TO a flowage easement granted to the United States of America
 to overflow the above described real property with the backwater from
 the Bonneville Dam.

On the following terms and conditions: The purchase price is **NINE THOUSAND and NO/100** -----
 ----- (\$ **9,000.00**) dollars, of which
THREE THOUSAND and NO/100 ----- (\$ **3,000.00**) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:

The purchasers agree to pay the remaining balance of the purchase price amounting
 to Six Thousand and No/100 (\$6,000.00) Dollars in semi-annual installments of
 Five Hundred and No/100 (\$500.00) Dollars, or more, commencing on the first day
 of September, 1967, and on the first day of each March and September thereafter
 until the full amount of the purchase price together with interest shall have been
 paid; and in addition to the semi-annual installments of the purchase price so
 specified the purchasers agree to pay interest from the date of this contract at
 the rate of six per cent (6%) per annum on the diminishing principal basis, which
 interest shall be due and payable on said semi-annual dates. The purchasers re-
 serve the right at any time while they are not in default under the terms and con-
 ditions of this contract to pay any part or all of the unpaid purchase price, plus
 interest, then due.

The sellers agree to furnish to the purchasers an agreement for the use of the
 existing crossing over the Spokane, Portland & Seattle Railway Company tracks and
 the right of access over the existing road to the above described real property.

This agreement will provide right of access over the existing
 S., P., & S. Railway Company tracks and right of access over the
 existing road to the above described real property for anyone
 owning part or all of the above described real property.

Jonathan E. Knaupp
 The purchaser may enter into possession **April 1, 1967.**

The property has been carefully inspected by the purchaser, and no agreements or representations per-
 taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and
 any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste;
 and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any
 such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the
 purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without
 prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that
 any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason
 thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be
 required to expend in procuring such moneys.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a **warranty** deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a **Transamerica Title Insurance Company** standard form purchaser's title policy when the purchaser shall have paid **the down payment in full** insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Notice of forfeiture may be given by a deposit in the United States post office of such notice contained in a sealed envelope with postage prepaid, addressed to the purchaser at the address given below his signature, or such other post office address in the United States as he may later designate by a written notice to the seller.

In Witness Whereof, the parties have signed and sealed this contract the day and year first above written.

5425
TRANSACTION EXCISE TAX

APR 28 1967

Amount Paid 90.00

Skamania County Treasurer

By

David G. Harris

(Seal)

Alberta L. Harris

(Seal)

Jonathan E. Knauff

(Seal)

Shirley Knauff

(Seal)



STATE OF WASHINGTON,

County of Skamania

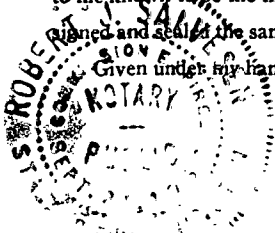
I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 12th day of April, 1967

personally appeared before me

David G. Harris and Alberta L. Harris, husband and wife,

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



Notary Public in and for the state of Washington,
residing at Stevenson

68537

Filed for Record at Request of

Name

Address

City and State

David G. Harris
TO

Jonathan E. Knauff

REGISTERED <u>E</u>
INDEXED, DIR. <u>E</u>
INDIRECT <u>E</u>
RECORDED:
COMPARED
MAILED

STATE OF WASHINGTON	
THIS SPACE RESERVED FOR RECORDER'S USE:	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY <u>Ed. Stahl</u>	
OF <u>city</u>	
AT <u>10:30</u> M. <u>apr. 28</u> 19 <u>67</u>	
WAS RECORDED IN BOOK <u>57</u>	
OF <u>Sheet</u> AT PAGE <u>205-6</u>	
RECORDS OF SKAMANIA COUNTY, WASH.	
<u>Ed. Stahl</u>	
COUNTY AUDITOR	
BY <u>E. Mesland</u>	
DEPUTY	

