

FORM 408
408**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this **1st** day of **June, 1968,** between
JONATHAN E. KNAUPP, dealing with his separate property, hereinafter called the "seller" and
CARL D. CASE and FRED A. CASE, husband and wife, hereinafter called the "purchaser,"

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:

That portion of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 29, Township 3 North, Range 8 E. W. M., described as follows:

Beginning at the southwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 29; thence east 20 rods; thence north 20 rods; thence east 20 rods; thence north to intersection with the public road known and designated as Secondary State Highway No. 8-C; thence following said road in a southwesterly direction to intersection with the west line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 29; thence south to the point of beginning.

SUBJECT TO easements and rights of way for public roads, and for electric power transmission and distribution lines.

On the following terms and conditions: The purchase price is **FIVE THOUSAND FIVE HUNDRED and NO/100** - - - - - (\$ 5,500.00) dollars, of which **ONE THOUSAND FIVE HUNDRED NINETY-FIVE and NO/100** - - - - - (\$ 1,595.00) 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 balance of the purchase price in the sum of Three Thousand Nine Hundred Five and No/100 (\$3,905.00) Dollars in annual installments of One Thousand Five Hundred Ninety-Five and No/100 (\$1,595.00) Dollars, or more, commencing on the first day of June, 1969, and on the first day of each and every June thereafter until the full amount of the purchase price together with interest shall have been paid. The said annual installments shall include interest at the rate of seven per-cent (7%) per annum computed upon the annual balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay any part or all of the unpaid purchase price, plus interest, then due.

Until the purchase price is paid in full, the purchasers shall not cut or remove any merchantable timber from the above described premises without the express written consent of the seller.

The purchaser may enter into possession **June 1, 1968.**

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining 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.

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.

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 downpayment 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.

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.

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

Carl Stare (Seal)
Fred V. Case (Seal)
Jonathan E. Knauff (Seal)
 (Seal)

No. 5915
TRANSACTION EXCISE TAX

JUN 4 1968
 Amount Paid \$ 65.00
Harold O. Russell
 Skamania County Treasurer
 By *Edith K. Helman* Deputy



ILLINOIS
 STATE OF ~~WASHINGTON~~
 County of *Champaign*

I, the undersigned, a notary public in and for the state of *Illinois*, hereby certify that on this *29th* day of *MAY* *1968*, personally appeared before me

JONATHAN E. KNAUFF

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as *his* 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.

Wernie W. Cobb
 Notary Public in and for the state of *Illinois*

residing at *115 Illini Union, Urbana, Ill.*



**TRANSAMERICA TITLE
 INSURANCE COMPANY**

69980

Filed for Record at Request of

Name

Address

City and State

REGISTERED <i>E</i>
INDEXED: DIR. <i>E</i>
INDIRECT: <i>E</i>
RECORDED
COMPAVED
MAILED

* THIS SPACE RESERVED FOR RECORDER'S USE:
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Ed Dahl

OF *City*

AT *12:00 M. June 4 1968*

WAS RECORDED IN BOOK *59*

OF *Deed* AT PAGE *113-4*

RECORDS OF SKAMANIA COUNTY, WASH.

SP Todd

COUNTY AUDITOR

E. Mayfield