

FORM 408

408

**REAL ESTATE CONTRACT**

For Unimproved Property

THIS CONTRACT, made this **15th** day of **March**, 1968. between  
**LAURA WIITALA, a widow, and WILLIAM C. BOUTON and**  
**ELIZABETH L. BOUTON, husband and wife,** hereinafter called the "seller" and  
**RUSS L. OWENS and DONNA L. OWENS, 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 Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of  
 Section 26, Township 2 North, Range 6 E. W. M., described as follows:

Beginning at a point 68.5 feet north of the southeast corner of the SW $\frac{1}{4}$  of the  
 SE $\frac{1}{4}$  of the said Section 26, said point being on the northerly right of way line  
 of Primary State Highway No. 8 as presently constructed and located; thence  
 north along the east line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 26 a dis-  
 tance of 424.5 feet to the initial point of the tract hereby described; thence  
 north 81° 13' west 1,010 feet, more or less, to a point south 25° 14' west from  
 the northeast corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 26; thence north  
~~xxxxxx~~ 25° 14' east to intersection with the north line of the  
 SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 26; thence east 651.07 feet to the northeast  
 corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 26; thence south to the initial  
 point;

SUBJECT TO easements for public streets and highways and Bonneville Power Ad-  
 ministration's electric power transmission lines; AND SUBJECT TO tracts hereto-  
 fore conveyed by Sam Samson and Flora Samson, husband and wife, and their pre-  
 decessors in interest.

On the following terms and conditions: The purchase price is **Two Thousand and No/100-----**  
 ----- (\$ 2,000.00 ) dollars, of which  
 -----None----- (\$ ----- ) 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 purchase price in the sum of Two Thousand and  
 No/100 (\$2,000.00) Dollars in monthly installments of **Fifty and No/100 (\$50.00)**  
 Dollars, or more, commencing on the **fifteenth** day of **April**, 1968, and  
 on the **fifteenth** day of each and every month thereafter until the full  
 amount of the purchase price together with interest shall have been paid. The  
 said monthly installments shall include interest at the rate of eight per cent  
 (8%) per annum computed upon the monthly balances of the unpaid purchase price,  
 and shall be applied first to interest and then to principal. The purchasers re-  
 serve 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.

No. **5928**  
**TRANSACTION EXCISE TAX**

JUN 11 1968

Amount Paid **20.00**

*Michael D. Deneill*  
 Skamania County Treasurer

Real property taxes for 1968 shall  
 be pro-rated between the parties as  
 of April 15, 1968.

By The purchaser may enter into possession **immediately.**

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.

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 purchase price 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.

*Laura Wiitala* (Seal)  
*William C. Bouton* (Seal)  
*Elizabeth L. Bouton* (Seal)  
*Donna L. Quinn* (Seal)  
*Bess L. Quinn* (Seal)

STATE OF WASHINGTON )  
 ) ss.  
 County of *King* )

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this *16th* day of *MAY*, 1968, personally appeared before me **WILLIAM C. BOUTON and ELIZABETH L. BOUTON**, husband and wife, to me known to be the individuals 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.

*John M. Hoke*  
 Notary Public in and for the State of,  
 Washington, residing at *Stevenson, SEATTLE*

STATE OF WASHINGTON, )  
 ) ss.  
 County of *Skamania* )

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this *13th* day of *May*, 1968, personally appeared before me **LAURA J. WIITALA**

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that *she* signed and sealed the same as *her* free and voluntary act and deed, for the uses and purposes therein mentioned.

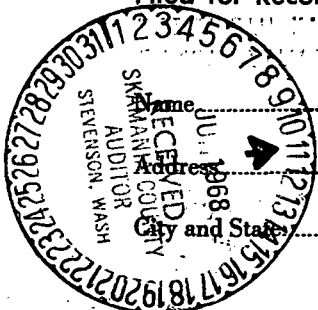
Given under my hand and official seal the day and year last above written.

*Rahm Salmen*  
 Notary Public in and for the state of Washington,  
 residing at *Stevenson.*

**TRANSAMERICA TITLE  
 INSURANCE COMPANY**

**70035**

Filed for Record at Request of



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

STATE OF WASHINGTON  
 THIS SPACE RESERVED FOR RECORDER'S USE:

I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT OF WRITING, FILED BY *R. J. Salmen*  
 OF *Stevenson*  
 AT *3:15 P.M.* *June 11, 1968*  
 WAS RECORDED IN BOOK *59*  
 OF *Deed* AT PAGE *132-3*  
 RECORDS OF SKAMANIA COUNTY, WASH.  
*E. Meyers*  
 COUNTY AUDITOR