

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this **1st** day of **July, 1968,** between**HENRY E. B. KORNMANN and JESSIE D. KORNMANN,** hereinafter called the "seller" and
husband and wife,**EARL A. GLASS and JOANNE GLASS,** 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:

Lots 6 and 7 of WHISPERING HILLS RIVER ESTATES according to the official plat thereof on file and of record at page 130 of Book A of Plats, Records of Skamania County, Washington.

Free of incumbrances, except: **restrictive covenants.**

On the following terms and conditions: The purchase price is **FOUR THOUSAND and NO/100 - - -**
----- (\$ **4,000.00**) dollars, of which
THREE HUNDRED and NO/100 - - - - - (\$ **300.00**) 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 Seven Hundred and No/100 (\$3,700.00) Dollars in monthly installments of Fifty and No/100 (\$50.00) Dollars, or more, commencing on the first day of August, 1968, and on the first 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 seven per-cent (7%) 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 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.

No: **5962****TRANSACTION EXCISE TAX****JUL 8 1968**Amount Paid **40.00***Michael J. Danwell*
Skamania County Treasurer

By _____

The purchaser may enter into possession **July 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.

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 ~~which the purchaser shall receive~~ **within ninety (90) days from the date hereof**, 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.

Henry E. B. Kornmann (Seal)
Jessie D. Kornmann (Seal)
E. A. Glass (Seal)
Joanne Glass (Seal)

9915 S. E. Evergreen Highway
 Vancouver, Washington 98660



STATE OF WASHINGTON,
 County of Okanagan

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 6th day of July, 1968, Henry E. B. Kornmann and Jessie D. Kornmann, his wife, personally appeared before me, they to me known to be the individual they described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as they 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.

Jack T. Bell
 Notary Public in and for the state of Washington,
 residing at Vancouver, Wash.

70135



Filed for Record at Request of

Name Properties Diversified
 Address 16304 S.E. 16th St.
 City and State Vancouver, Wash.

REGISTERED	<u>E</u>
INDEXED	<u>DIR</u>
INDIRECT	<u>E</u>
RECORDED	
COMPALED	
VALUED	

STATE OF WASHINGTON THIS SPACE RESERVED FOR RECORDER'S USE: COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY <u>Jack T. Bell</u> OF <u>Sturgeon</u> AT <u>11:30 A.M.</u> <u>July 8</u> 19 <u>68</u> WAS RECORDED IN BOOK <u>59</u> OF <u>deed</u> AT PAGE <u>201-2</u> RECORDS OF SKAMANIA COUNTY, WASH.	
<u>W. P. Todd</u> COUNTY AUDITOR	
<u>E. Murphy</u>	