

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

day of August, 1974

between **BERNARD TOFTLAND and MAXINE TOFTLAND, husband and wife**hereinafter called the "seller," and **SETH A. KNAPP and ELEANOR M. KNAPP, 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 **SKAMANIA** County, State of Washington:

see attached exhibit

The terms and conditions of this contract are as follows: The purchase price is **Thirty Five Thousand Dollars** and no/100 **(\$35,000.00)** Dollars, of which **Seven Thousand Dollars** and no/100 **(\$7,000.00)** Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: **Four Thousand Eighty Dollars** and no/100 **(\$4,800.00)** Dollars, or more at purchaser's option, on or before the **day of August, 1975** and **Four Thousand Eighty Dollars** and no/100 **(\$4,800.00)** Dollars, for more at purchaser's option, on or before the **day of each succeeding August** of each year 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 **8%** per year but annum from the **day of August, 1974**, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Seller may remove any timber snags for 180 days after date hereof.

All payments to be made hereunder shall be made at **Washington State Bank and Trust Company** or at such other place as the seller may direct in writing. **Box 100, Skamania Wash. 98671**
As referred to in this contract, "date of closing" shall be **date herein**.

(1) The purchaser assumes and agrees to pay before date of closing all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and if for the terms of this contract the purchaser has assumed payment of any taxes, contract or other encumbrance, or has assumed payment of or agreed to pay taxes subject to any taxes or assessments lawfully levied on said real estate, the purchaser agrees to pay the same before date of closing.

(2) The purchaser agrees, until the purchase price is fully paid, to own the business now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by fire and lightning in a company acceptable to the seller and for the seller's benefit, as no interest may appear, and to pay all premiums therefor and to deliver all policies and receipts therefor to the seller.

(3) The purchaser agrees that full completion of said real estate has been made and that neither the seller nor his heirs shall be bound to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns or either or both be in any event, or agreement, or alteration, improvements or repairs unless the covenant or agreement is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and if the purchaser has not agreed to pay for such damage or destruction, the purchaser shall be liable for the same. The purchaser shall be liable for the cost of any improvements or repairs to the real estate, and the portion of the condemnation award constituting a betterment of the real estate, shall be paid to the seller and applied as payment on the purchase price hereon when the seller elects to allow the purchaser to keep the same, or in full compensation award to the remainder of the proceeds of any sale of any improvements removed by said taking. In case of damage or destruction, the proceeds of any insurance remaining after payment of the reasonable expense of restoring the same shall be applied to the restoration or rebuilding of such improvements within a reasonable time, unless the purchaser shall have paid to the seller for application on the purchase price hereon.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by **Transamerica Title Insurance Company**, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract, agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(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 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.

(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 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:

(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 use, 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 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 shall 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 at 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.

No. **2805**
TRANSACTION EXCISE TAX

STATE OF WASHINGTON, AUGUST 1974

Amount paid **\$32.00**
County of **Clark** Skamania County Treasurer

On this day personally appeared before me **Bernard Tofteland and Maxine Tofteland, husbands and wife** to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

26th

day of

August, 1974

[Signature]
Notary Public in and for the State of Washington,

residing at *[Address]*

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....

STATE OF WASHINGTON	
EXCISE PROVIDED FOR RECORDER'S USE	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OR INSTRUMENTS FILED BY	
<i>[Signature]</i>	
ON <i>[Date]</i>	
AT <i>[City]</i>	
IN <i>[County]</i> COUNTY, WASH.	
<i>[Signature]</i>	
NOTARY PUBLIC	

PARCEL NO. 1:

That portion of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 25, Township 2 North, Range 5 E. W. M. lying southerly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's Bonneville-Vancouver No. 1 and No. 2 transmission lines.

PARCEL NO. 2

Beginning at the northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 30, Township 2 North, Range 6 E. W. M.; thence east along the quarter section line 53 rods; thence south parallel with the west line of said Section 30, 80 rods; thence west 53 rods to the west line of said Section 30; thence north 80 rods to the point of beginning; EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's Bonneville-Vancouver No. 1 and No. 2 transmission lines.

PARCEL NO. 3

Beginning at the northeast corner of the Southwest Quarter of Section 30, Township 2 North, Range 6 E. W. M.; thence south along the quarter section line 106 rods; thence west parallel with the south line of said Section 30, 80 rods; thence north 26 rods to the center of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 30; thence west parallel with the south line of said Section 30, 27 rods; thence north parallel with the west line of said Section 30, 80 rods to the quarter section line; thence east 107 rods to the point of beginning; EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's Bonneville-Vancouver No. 1 and No. 2 transmission lines.

78243

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SKAMANIA COUNTY

CLEO M. HENRIKSEN,)
Plaintiff,) NO.
vs.)
CECIL G. HENRIKSEN,) NOTICE OF LIS PENDENS
Defendant.)

NOTICE IS HEREBY GIVEN that an action has been commenced in the Superior Court of the State of Washington in and for the County of Skamania, by the above-named plaintiff and against the above named defendant, and which action is now pending in said Court and that the purpose and object of said action is to cancel and declare a certain deed entered into by the plaintiff to the defendant as null and void, to-wit:

Lot 4, of Block Four of Bonnevista Addition to the Town of North Bonneville, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington

Lot numbered sixteen (16) Block four (4) of the Bonnevista Addition, North Bonneville, Skamania County, Washington.

DATED this 26 day of September, 1974.

GARVER, GARVER & LEINEN

BY: [Signature]
ROBERT W. GARVER, et al.
Of Attorneys for Plaintiff



Notice of Lis Pendens - 1