

WASHINGTON
TITLE INSURANCE
COMPANY

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this day of April, 1963

between J. HENRY BAUER and ELIZABETH T. BAUER, his wife,

hereinafter called the "seller," and FRANK MARTIN BERGE and MARILAND BERGE, his wife

hereinafter called the "purchaser,"

WITNESSETH: That 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 the County of SKAMANIA State of Washington, to-wit:

The West Half of Government Lot 1 and the West Half of Government Lot 2 of Section 31, Township 3 North, Range 9 E.W.M., EXCEPT public roads, AND EXCEPT that portion of the said Government Lot 1 described as follows: Beginning at the northwest corner of the said section 31; thence east 208 feet; thence south 208 feet; thence west 208 feet; thence north 208 feet to the point of beginning.

TRANSACTION EXCISE TAX

MAY 21 1963

Amount Paid \$800
Michael O'Donnell
Skamania County Treasurer
By Samuel J. Morris Dy.

The terms and conditions of this contract are as follows: The purchase price is: EIGHT THOUSAND & NO/100----- (\$ 8,000.00) Dollars, of which -----none----- (\$ -0-) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Fifty & No/100 Dollars (\$50.00), or more at purchasers' option, on or before the 1st day of May, 1963, and Fifty & no/100 Dollars (\$50.00), or more, on or before the 1st day of each and every month thereafter. A lump sum payment of Five Hundred & no/100 Dollars (\$500.00), which includes the installment due on said date, shall be paid on October 1, 1963. Said payments as herein set out shall continue until the entire purchase price, including interest on the unpaid portion thereof at the rate of six (6) per cent per annum, has been fully paid. The payments herein provided shall include both principal and interest, said payment to be applied first to accrued interest and the balance applied to principal.

Interest to begin May 1, 1963.

The above named purchasers, only, shall have the right to selective cutting of timber on the above described premises and purchasers agree to pay sellers 75% of all proceeds from timber cut and lumber sold, which amounts shall be credited against the unpaid balance of contract price.

The purchaser is entitled to take possession of said premises on April 1, 1963

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and of the taking of said premises or any part thereof for public use.

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract

// The seller has procured or agrees, within ten days from date hereof, to procure from Washington Title Insurance Company a purchaser's policy of title insurance insuring the purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the seller to the said described premises or by reason of prior liens not assumed by the purchaser under this agreement.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient **warranty** deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the seller may elect to declare forfeiture and cancellation of this contract and upon such election being made all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

or at such other address as the purchaser will indicate in writing to the seller. Or the seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the seller and repayable by the purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, 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.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, 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, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

J. Henry Bauer (SEAL)

Elizabeth T. Bauer (SEAL)

Frank M. Berge (SEAL)

Michael Berge (SEAL)

STATE OF WASHINGTON,

County of King

SS.

On this day personally appeared before me **J. HENRY BAUER and ELIZABETH T. BAUER**

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

30th

day of April, 1963

A. M. Roberts

Notary Public in and for the State of Washington,

residing at Renton

FORM L 37

61557

Real Estate Contract

FROM

J. Henry Bauer et al

TO

Frank M. Berge et al
STATE OF WASHINGTON } SS.
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, RECORDED BY

Frank M. Berge

Orlinda Valley Bldg. - Stevenson - Wn.

AT 3:20 P.M. on April 19, 1963

WAS RECORDED IN BOOK 51

OF *Deeds* AT PAGE 305

RECORDS OF SKAMANIA COUNTY, WASH.

Washington Title Insurance

BY *A. M. Roberts*

DEPUTY

SEATTLE, WASHINGTON

Mail to 9624 S. 218

Renton - Wash.

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