

FORM 408

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 1st day of August, 1966, between

DELMER BERKELEY and PHYLLIS L. BERKELEY, hereinafter called the "seller" and
husband and wife,JOHN A. MELROSE and MAXINE H. MELROSE, 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:

A tract of land located in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 22, Township 3 North, Range 8 E.W.M., more particularly described as follows: Beginning at a point 500 feet south of the northwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of the said Section 22; thence east 1,320 feet, more or less, to the east line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of the said Section 22; thence south to a point 300 feet north of the southeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of the said Section 22; thence west 1,320 feet, more or less, to the west line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of the said Section 22; thence north to the point of beginning; EXCEPT that portion thereof described as follows: Beginning at a point on the west line of the county road known as the Henke-Kelly Road 300 feet north of the south line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of the said Section 22; thence west 185 feet to the initial point of the tract hereby excepted; thence north 65 feet; thence west 140 feet; thence south 65 feet; thence east 140 feet to the initial point; SUBJECT TO easements and rights of way for public roads and for the transmission line granted to the Pacific Northwest Pipeline Corporation.

On the following terms and conditions: The purchase price is TWO THOUSAND FIVE HUNDRED and NO/100 - - - - - (\$ 2,500.00) dollars, of which FIVE HUNDRED and NO/100 - - - - - (\$ 500.00) 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 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 first day of September, 1966, 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 six per-cent (6%) 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.

TRANSACTION EXCISE TAX

AUG 17 1966

Amount Paid \$25.00

Michael P. Danneberg

Skamania County Treasurer

By Bruce J. Hallings, Rep.

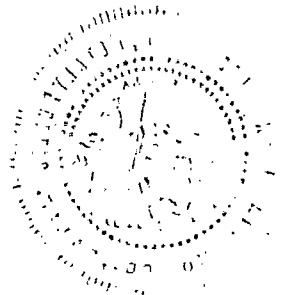
The purchaser may enter into possession August 1, 1966.

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 when the purchaser shall have paid the downpayment 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.

John A. Melrose (Seal)
Marjorie H. Melrose (Seal)
Delmer Berkeley (Seal)
Phyllis L. Berkeley (Seal)



CALIFORNIA
STATE OF ~~WASHINGTON~~
County of Fresno ss.

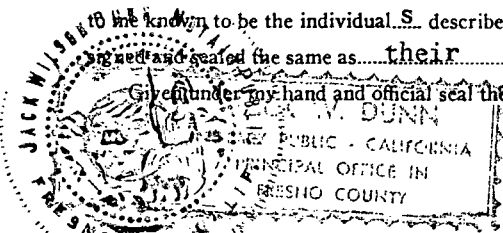
I, the undersigned, a notary public in and for the state of ~~Washington~~ California hereby certify that on this 6th day of August, 1966, personally appeared before me

DELMER BERKELEY and PHYLLIS L. BERKELEY, husband and wife,

known to be the individual S. 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.



Jack W. Dunn
Notary Public in and for the state of ~~Washington~~ California
residing at Fresno
My Commission Expires February 14 1967

67321

Delmer Berkeley et ux
TO
John A. Melrose et ux

Filed for Record at Request of

Name.....	REGISTERED <u>6</u>
Address.....	INDEXED <u>6</u>
City and State.....	INTEREST <u>6</u>
	RECORDED.....
	COMPARED.....
	MAILED.....

THIS SPACE RESERVED FOR RECORDER'S USE: STATE OF WASHINGTON } SS COUNTY OF SKAMIAWA }	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>Ed. G. Johnson</u> OF <u>Stinson</u> AT <u>10:00</u> <u>AM</u> <u>Aug 17</u> <u>1966</u> WAS RECORDED IN BOOK <u>56</u> OF <u>Block</u> <u>185-6</u> RECORDS OF SKAMIAWA COUNTY, WASH. <u>G. D. Good</u> COUNTY RECORDER <u>E. Johnson</u>	