

FORM 408

408

REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 10th day of August, 1966, between

JOHN S. BERGE and MINNIE I. BERGE, husband and wife, hereinafter called the "seller" and
 LYLE D. FRENTER and JUDITH N. FRENTER, 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 in the Jos. Robbins D. L. C., and in Section 27, Township 3 North,
 Range 8 E. W. M., more particularly described as follows:

Beginning at the northwest corner of the Robbins D. L. C., aforesaid; thence east
 20 chains; thence south to intersection with the center line of the county road
 known and designated as the Berge Road, said point being the initial point of the
 tract hereby described; thence westerly following the center line of said road
 416 feet; thence north 238 feet; thence easterly parallel to the center line of
 said road to a point north of the initial point; thence south 238 feet, more or
~~less, to the initial point;~~

EXCEPT right of way for the Berge Road aforesaid.

(For a period of seven (7) years from the date hereof the purchasers
 shall have the right of first refusal to purchase the remaining pro-
 perty of the sellers lying northerly of the Berge Road aforesaid.)

On the following terms and conditions: The purchase price is TWO THOUSAND and NO/100 - - -
 - - - - - (\$ 2,000.00) dollars, of which
 TWO HUNDRED FIFTY and NO/100 - - - - - (\$ 250.00) 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 One Thousand Seven Hundred Fifty and No/100 (\$1,750.00) Dollars
 as follows: in twelve (12) monthly installments of Twenty and No/100
 (\$20.00) Dollars, or more, each commencing with the 10th day of Septem-
 ber, 1966; and thereafter in twelve (12) monthly installments of Forty
 and No/100 (\$40.00) Dollars, or more, each commencing with the 10th day
 of September, 1967; and thereafter in twelve (12) monthly installments
 of Sixty and No/100 (\$60.00) Dollars, or more, each commencing with the
 10th day of September, 1968; and thereafter in monthly installments of
 Eighty and No/100 (\$80.00) Dollars, or more, commencing with the 10th
 day of September, 1969, and on the 10th day of each and every month
 thereafter until the full amount of the purchase price together with in-
 terest shall have been paid. The said monthly installments shall in-
 clude interest at the rate of five (5) per-cent 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.

The purchaser may enter into possession August 10, 1966.

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.

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.

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.

No.

TRANSACTION EXCISE TAX

AUG 29 1966

Amount Paid 20.00

Michael O'Donnell
Skamania County Treasurer

By

John S. Berge (Seal)
Minnie I. Berge (Seal)
Lyle D. Frenter (Seal)
Judith N. Frenter (Seal)



STATE OF WASHINGTON,
County of Skamania ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 29th day of August, 1966,

JOHN S. BERGE and MINNIE I. BERGE, husband and wife,
to me 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.

Richard J. Salomon
Notary Public in and for the state of Washington,
residing at Stevenson therein.

67389



Filed for Record at Request of

Name

Address

City and State

REGISTERED	E
INDEXED	E
RECORDED	E
FILED	E

STATE OF WASHINGTON THIS SPACE RESERVED FOR RECORDER'S USE: COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF RECORD, FILED BY	
R. J. Salomon	
OF Stevenson	
AT 3:00 P. Aug. 29, 1966	
WAS RECORDED IN BOOK 56	
OF DEED AT PAGE 225-6	
RECORDS OF SKAMANIA COUNTY, WASH.	
J. D. Toad	
COUNTY AUDITOR	
BY E. M. Ford	