FORM A-1964 IND-WO

> A-1964 TND-MO

## REAL ESTATE CONTRACT

December, 1971, THIS CONTRACT, made and entened into this 23rd

EMMA S. BERGE, a single woman, Latween

hereinsfer called the "seller," and A. QUENTIN MIZER and BETTY A. MIZER, husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the celler agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following Courty, State of Washington: Skamania described real estate, with the appurtenances, in

(11 that portion of the Robbins Donation Land Claim and of the Northwest (NW4) of Section 20, Township 3 North, Range 8 E. W. M., lying northerly and westerly of the county road known and designated as Berge Road as more particularly described in deed dated November 12, 1948, and recorded December 10, 1948, at page 252 of Book 32 of Deeds, Records of Skamania County, Washington;

TOGETHER WITH all easements, franchises and permits for water pipelines and for the construction of a dam and reservoir appurtenant to the above described real property.

The terms and conditions of this contract are as follows: The purchase price is Thirty-five Thousand and (\$ 35,000.00 ) Dollars, of which (\$ 4,000.00 ) Dollars bave Four Thousand and no/100ths been gold, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Thirty-one Thousand and no/100ths (\$31,000.00) Vollars in monthly installments of Two Hundred Twenty-five and no/100ths (\$225.00) Dollars, or more, commencing on the 1st day of February, 1972, and on the 1st day of each and every month thereafter until the full amount of the purchase price together with month thereafter until the rule 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 a 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 without penalty any part or all of the unpaid purchase price, plus interest then due.

All payments shall be made at the Uptown Branch of the First National Bank of Oregon, Portland, Oregon, until further notice.

All payments to be made hereunder shall be mude at		
or at such other place as the seller may direct in writing.	1	
at the standard of the standard shall be		March 1 1972

(1) The purchased assumes and agrees to pay before delinquency all taxes did assessments that may as between granter and grantee hereafter become a lich on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

at exacts the purchaser excess to pay the same resolved commentary.

(2) The purchaser excess, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate sured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for a seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to

(3) The purchaser agives that full inspection of said real ratate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is low withing and attached to adult made a part of this contract.

in writing and attached to aird made a part of this contract.

(4) The purchaser assumes all lazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, a red agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award or reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price hereis unless the seller claims to allow the purchaser to apply all or a portion by such condemnation award to the rebuilding or restoration of my improvements damaged by such taking, in case of damage or destruction from a peril instruct or applied by such taking, in case of damage or destruction from a peril instruct or rebuilding of such instruction and the purchaser price for the restoration or rebuilding of such instructions within a reasonable time, unless purchaser elects that said protected shall be paid to the seller for application on the purchase price herein.

On payment of the output has price in full, an owner's company and the part and the purchaser to the full product of the restoration of the insurance in almost dism, or a commitment therefor, issued by transametric tills the said transametric manner to the full product of the date of closing and containing no exceptions other than the fallowing in said policy form:

a. Printed general exceptions alpearing in said policy form:

a. Prinied general exceptions alwearing in said policy form;
b. Lient or encumbrations which the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

is to be made subject; and

Any existing contract of conflects under which seller is purchasing said real estate, and any mortgage or other oblightion, which seller by this contract of real pay, none of which for the purpose of this paragraph (5) shall be deemed defects in delier'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 restigate or other obligation, which seller is to pay, seller agrees to make noth 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 other series, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to possible a statutory warranty

deed to said real estate, excepting any part thenof berealer 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:

A reciprocal grant of easement dated September 30, 1954, and recorded March 8, 1955, at page 276 of Book 39 of Deeds, by and between L. A. Barge and Bernice Berge, husband and wife, Hans Berge, a bachelor, and Esona Berge, a single woman.

(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 possessions of said real estate in and the improvements on said real estates in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal ments on said real estates 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 povenants 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.

(0) In case the purchaser fails to make any payment herein provided or to maintain insurance, as borten required, the saler may have ment 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 pluyment until regard, shall be repayable by purchaser of pluyment until regard, shall be repayable by purchaser of pluyment until regard, shall be repayable by purchaser 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 its soling so, all payments made by the purchaser had be construed as a waiver of any subsequent default.

Service upon purchaser and take possession of 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 not 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 payers with respect to forfeiture and termination of purchasers rights oums shall be increased 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 scarching 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. (SZAL) TRANSACTION EXCISE TAX (SEAL) Amount Paid Skimenia County Treaturer STATE OF WASHINGTON: County of Ato - For On this day personally appeared before me EMMA S. BERGE, a single woman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that 40 free and voluntary act and steed, for the and purpos her she aigned the same as therein mentioned. day of GIVEN under my hand and official seal this Notary Public in and for the State of Washington, d'y residing alamakraning hipman standard more more 74475 ramerica title Insurance Co STANKS SPACE RESERVED FOR RECORDER'S USE, X Service of Transamerica Corporation I HEIR OF CENTER THAT THE WITCHIS Filled for Record at Request of 8.43 1. 1110311 Market of a victoria. on acced REGISTERED MESOTER OF A PARK VISITARY WHAT "MUEXET" DIR: 45 Moral monte et i E City and State..... RECEISED. COMMITTED

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FORM A4964 IND-WO

> A-1964 IND-WO

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this

December, 1971,

belween

EMMA S. BERGE, a single woman,

hereinafter called the "seller," and A. QUENVIN MIZER and CETTY A. MIZER, husband and wife.

hereinafter called the "purchaser,"

WITNESSET 1; that the seller agrees to sell to the garchaser and the purchaser agrees to purchase from the seller the following described real estate; with the appurtenances, in Skamania County, State of Washington:

All that portion of the Robbins Donation Land Claim and of the Northwest Quarter (NW4) of Section 26, Township 3 North, Range 8 E. W. M., lying northerly and westerly of the county road known and designated as Berge Road as more particularly described in demd dated November 12, 1948, and recorded December 10, 1948, at page 252 of Book 32 of Deads, Records of Skamania County, Washington;

TOGETHER WITH all easements, franchises and permits for water pipelines and for the construction of a dam and reservoir applictment to the above described real property.

The terms and conditions of this contract are as follows: The purchase prior is Thirty-five Thousand and 35,000,00 ) Dollars, of which Four Thousand and no/100ths -(\$ 4,000.00 ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of solid jurchase price shall be paid as follows:

The purchasers agree to pay the balance of the surchase price in the sum of Thirty-one Thousand and no/100ths (\$31,000.00) Pollars in monthly installments of Two Hundred Twenty-five and no/100ths (\$225.00) Dollars, or more, commencing on the 1st day of February, 1972, and on the 1st 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 upone the monthly belonces 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 without penalty any part or all of the unpart purchase price, plus interest then due.

All payments shall be made at the Uptown Branch of the First National Bank of Oregon, Portland, Oregon, until further rotice.

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or at such other place as the seller may direct in writing-			
All payments to be made hereunder shall be made at			_

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter after become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, rotated or other encumbrance, or has assumed payment of or agreed to purchaser subject to, any taxes or assessments now a lien on gaid real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, wall the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller, his his interest rang appear, and to pay all premiuras therefor and to delicer all polities and renewals thereof to the seller.

(3) The purchaser agree that full inspection of said real estate has been made and that neither the soile, nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alternations, improvements or regains unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

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 of the tating of said and estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case, any usin of said real estate is taken for public use, the portion of the condemnation award constitute a failure of consideration. In case, any usin of said real estate is taken for public use, the portion of the condemnation award to the remaining after payment of the purchaser to apply all or a portion of such condemnation award to the rebuilding of restoration of any improvements damaged by such taking, in case of damage or destruction from a pell listured against, the process of such improvements withing a reasonable expense of procuring the same shall be devoted to the extendation or rebuilding of such improvements withing a reasonable time, upless parchaser elects that said proceeds shall be paid to the extendation or rebuilding of such improvements withing a reasonable time, upless parchaser elects that said proceeds shall be paid to the extendation on the purchase price herein.

(5) The seller arisassement of a regress to deliver maniferations of the purchase price herein.

(5) The seller arisassement of a regress to deliver maniferations of the purchase price against loss or damage by reason of delegate in seller's title to said real estate as of the take of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;

b. Llens or encumbrances which by the termin of while contracts to be insume, or as to which the conveyance hereunder is to be and on subject; and

is 3 be made subject; and

Any establing contracts contracts under which shifer is majorishing said real estate, and any mortifier or other obligation, which seller by this contract agrees to pay, mone of which for the purpose of this paragraph (5) shall be dermed defects in seller's title.

(6) If relier'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.

(?) 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 teed to said real estate, excepting any port 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:

- A reciprocal grant of easement dated September 30, 1954, and recorded March 8, 1955, at page 276 of Book 39 of Deeds, by and between L. A. Berge and Bernice Berge, husband and wife, Hans Berge, a bachelor, and Emma Berge, a single woman.
- (8) Unless a different date is provided for berein, the purchaser shall be entitled to peases on of said real estate on date of closing and to retain possession so long as purchaser is not in default bereunder. 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 war's, sewer, electricity, gathage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

  (9) In case the purchaser falls 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 argument herein provided or, to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any argument herein provided or, to maintain insurance, as herein required, the seller may make such payment utilities of payment the utilities of payment to utilities and the payment payment provided to any other Thirt the seller might have by reason of such default.

  (41) This is of the sense of this contract, and it is correct that in case the purchaser while follows the payment with contracts and it is correct that in case the purchaser while follows.

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 fall to comply with or perform any condition or agreement hereof or to make any payment required hereander promptly at the time and in the manner herela required, the soller may elect to declare all the purchaser's rights hereunder cruitarted, and upon his doing so, all payments nucle 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 to waiver by the seller of any default on the part of the purchaser shall be construct as a waiver of any subsequent default.

Service upon purchaser of all demands, policies 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 such, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall be a purchaser and ludgment to the required hereunder, and ludgment to the required hereunders are substituted in the purchaser's rights hereunder, and ludgment to the remination of the remination of the purchaser's rights hereunder, and ludgment to the remination of the purchaser's rights hereunder, and ludgment to the remination of the purchaser's rights hereunder, and ludgment to the remination of the remination of the purchaser's rights hereunder, and ludgment to the remination of the remination of the purchaser's rights hereunder, and ludgment to the remination of the remination of the purchaser's rights hereunder, and ludgment

If the seller shall being suit to procure an adjudication of the commission of the purchaser's rights hereunder, and judgment is so entered, the purchaser at set to pay a reasonable sum as atterney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of #2-ching records to detericine the condition of title at the date such suit is commissed, which sums shall be included in any judgment . . decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as	
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TRANSACTION EXCISE TAX	STAL)
	(STAL)
Amount Paid So S	mint Canadiana e anna anna a sanna (SEAL)
By County of	477
On this day personally appeared before me EMMA S. BERGE, a 151	ng la woman,
to me known to be the individual described in and who executed the within and i	orugoing instrument, and acknowledged that #4
	voluntary act and deed, for the part purposes
therein mentioned.	## "O/2"
GIVEN under my band and official seal this day of	the war of
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Notary Publi	a in and for the State of Washington, Nor.
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