

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDER 2 (1887)

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

J. A. Clemans
Notary Public in and for the State of
Washington, residing at Stevenson.

Filed for record June 4, 1949 at 10-00 a.m. by R. J. Salvesen.

John C. Wachtel
Skamania County Auditor

#39325

Vernon Fishback et ux to Robert J. Salvesen et ux

REAL ESTATE CONTRACT

THIS CONTRACT, made this sixth day of June, 1949, between Vernon Fishback and Paula Fishback, hereinafter called the "seller" and Robert J. Salvesen and Dolores R. Salvesen hereinafter called the "purchaser",

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:

Beginning at an iron pipe on the northerly line of the road which prior to March 16, 1937, was known as State Highway No. 8, which said iron pipe is on the east line of that tract of land heretofore conveyed to Charles Kane et ux by Edward W. Fields by deed dated June 6, 1941, and recorded in Book 28 of Deeds, Records of Skamania County, State of Washington, at page 350, and which said iron pipe is located in Section 1, Township 2 North, Range 7 East W. M., thence from said iron pipe south 63°24' west along the northerly line of said highway a distance of 132 to the initial point of the tract hereby conveyed, thence north 26°36' west a distance of 115 feet, thence south 63°24' west a distance of 75 feet, thence south 26°36' east a distance of 115 feet to the northerly line of said highway, thence along the northerly line of said highway north 63°24' east a distance of 75 feet to the initial point.

Free of incumbrances, except: that certain mortgage executed by Vernon Fishback and Paula Fishback to Nick E. Morris and Alexandra N. Morris on November 4, 1946, and recorded on June 3, 1949, under Auditor's file number 39319.

On the following terms and conditions: The purchase price is seven thousand five hundred (\$7,500.00) dollars, of which two thousand (\$2,000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows: seventy dollars or more on or before June 10, 1949, and seventy dollars or more on or before the tenth day of each and every month thereafter until the entire remaining balance of five thousand five hundred dollars together with interest has been paid. It is mutually agreed and understood that the unpaid balance including interest on the above-mentioned mortgage as of June 6, 1949, is \$3,140.21, which the purchaser agrees to pay according to its terms and conditions, which provide for a monthly payment of fifty dollars or more each and every month, which monthly payment is to be paid out of the monthly payments provided for in this contract. The remaining twenty dollars of said seventy dollar monthly payments are to be applied on the seller's contract. The purchaser agrees to pay interest on the unpaid monthly balances hereunder at the rate of 6% per annum, and the monthly installments above specified are to be applied first on account of interest accrued to date computed on monthly balances on account of principal. It is mutually agreed and understood that when and after the above-mentioned mortgage has been fully satisfied the entire seventy dollar monthly payments are to be paid and applied on the seller's contract. All documents are to be placed in escrow with the Bank of Stevenson, Washington, at which place all documents are to be held and all payments made. If for any reason the purchaser becomes delinquent for more than sixty days, this contract becomes null and void. It is mutually agreed and understood that the purchaser has applied for an F.H.A. loan and will do all in his power to obtain such funds to pay the seller's contract in full. The purchaser agrees to pay all costs of obtaining such loan including reserves.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature