

SKAMANIA COUNTY, WASHINGTON

Real Estate Contract.

This Agreement, made and entered into this 2nd day of July, 1937 between John Conaghan, a single man hereinafter called the "seller", and Clara Krohn Buslach, wife of Mason Buslach 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 situate in the County of Skamania, State of Washington, to-wit:

Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 3, Township 1 North, Range 5 East of the Willamette Meridian; thence South 585 feet; thence East 380 feet; thence North 8°12' East 136 feet; thence North 6°04' East 357 feet; thence North 59°36' West 180 feet; thence West 250 feet, to the place of beginning, containing 5.1 acres, more or less.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) of which the sum of Fifty and no/100 Dollars (\$50.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Two Hundred and no/100 Dollars (\$200.00) shall be paid as follows:

The sum of Fifty Dollars (\$50.00) on July 2, 1938 and the further sum of Fifty Dollars (\$ 50.00) each and every year thereafter, together with interest at the rate of 5% per annum on deferred balances.

The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises. Seller to pay 1936 taxes.

The purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon.

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 five (5) 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 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: Washougal, Wash. Route 2.