

## DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

#29087

J. H. Ramph to Lloyd H. Fuller et al.

## REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered unto this 20th day of April, 1940 between J. H. Ramph, a bachelor hereinafter called the "seller" and Lloyd H. Fuller and Aleen Fuller 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 a point 630 feet east and 20 feet south of the northwest corner of the southeast quarter of the southeast quarter of Section 20, Township 3, North Range 8 East of W. M., running thence South 200 feet, thence East 200 feet, thence North 200 feet, thence West 200 feet to the place of beginning

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of FOUR HUNDRED AND NO/100 Dollars (\$400.00) of which the sum of SEVENTY-FIVE AND NO/100 Dollars (\$75.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of THREE HUNDRED TWENTY-FIVE AND NO/100 Dollars (\$325.00) shall be paid as follows:

\$25.00 or more including interest at 6% on or before the 26th day of May, 1940 and \$10.00 or more including interest at 6% on or before the 26th day of each and every month thereafter until the full amount of principal and interest have been paid.

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.

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

The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

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 twelve (12) 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