

#36951

Leslie W. Yeager et ux to A. L. Wilson et ux.

## LAND CONTRACT

THIS AGREEMENT, Made this 14th day of August, A. D. 1947, between LESLIE W. YEAGER, and DORIS S. YEAGER, husband and wife, hereinafter termed the Seller, and A. L. WILSON and MYRTLE M. WILSON, husband and wife, hereinafter termed the Purchaser.

WITNESSETH, That in consideration of the stipulation herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the purchaser and the purchaser hereby agrees to buy from the seller the following described real property, situate in the County of SKAMANIA, State of Washington, to-wit:

Beginning at a point 15 chains North of the Southeast corner of Section 25, Township 3 North, Range 7, E. W. M., running thence North 25 chains, thence West 12 chains, thence South 25 chains, thence East 12 chains to the place of beginning.

The standing timber on the above premises shall not be cut or removed for any purpose other than domestic use on the premises without the written permission of the Sellers having first been endorsed on this agreement.

for the sum of FORTY TWO HUNDRED AND NO/100 Dollars of which the purchaser has paid the sum of FIVE HUNDRED AND NO/100 Dollars receipt of which is hereby acknowledged and the purchaser agrees to pay the remainder of the principal (with interest thereon from this date at the rate of six % per annum payable see terms below.) as follows, to-wit:

The balance, to-wit, the sum of THIRTY SEVEN HUNDRED AND NO/100 DOLLARS (\$3700.00) shall be paid as follows:

Purchaser assumes and agrees to pay that certain note and mortgage, dated August 14, 1947, made by the Vendors and also executed by the Purchasers, in the manner, and at the times therein stated;

Upon full payment by Purchasers of said note and mortgage, the remaining balance then due, to-wit, the sum of \$2200.00 shall be paid by Purchasers at the rate of \$40.00 per month, commencing on the 14th day of the month following completion of the note and mortgage payments, and continuing in like manner monthly thereafter until the purchase price is fully paid. Interest at the rate of Six (6) Per Centum per annum on the unpaid balance shall be paid simultaneously with the monthly payments.

The seller will furnish an abstract of title, or at his option, title insurance, certified to date of this contract but same shall not become the property of the purchaser until this contract has been fully paid and its terms fully performed.

The Purchaser shall be entitled to immediate possession of said premises. The said purchaser agrees to the following terms and conditions, to-wit: To make the payments above agreed to, promptly, in the manner and on the dates above named; to keep the buildings on the premises constantly insured in companies selected by the seller against loss or damage by fire in a sum of not less than the balance due hereunder at all times Dollars with loss payable to mortgagee, if any, seller and purchaser as their respective interests may appear, ALL policies on the buildings to be delivered to the seller; to take the property covered hereby in the condition and as it stands at the date of this contract and to pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of the improvements thereon by fire or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to keep the said premises at all times in as good condition as same now are; to permit the seller or agent to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before same shall become delinquent all taxes, assessments, liens and incumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said premises or branches/whatsoever having or taking precedence over the rights of the seller in and to said property; to make no alterations on nor remove any of the buildings or other improvements suffer any part of said premises to become subject to any assessments, liens, charges or nor injure, or, destroy any shade trees on the premises without the written consent of the seller nor permit any waste, destruction or damage on the premises.

Should the purchaser fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the seller may pay same and such sums as may be