

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

132

YAKIMA BINDERY & PTC. CO. 188073

#38277

Mary Ahner (now Gehrke) to Virgil C. Dusenberry et ux

REAL ESTATE CONTRACT

THIS CONTRACT, Made this 13th day of August, 1948, between Mary Ahner, now Mary Gehrke, who was a single woman at the time of acquiring title, dealing with her separate estate, hereinafter called the "seller" and Virgil C. Dusenberry and Beuhla M. Dusenberry,/herein-
after 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, situated in Skamania County, Washington:

Beginning at a point on the N. line of State Highway No. 8 which 1574 ft. west of the section line between secs. 21 and 22, Twp. 2 N. R. 7 E. W. M., thence North 100 feet; thence North 74° 51' West 15' 9" to the initial point of the tract hereby described; thence North 74° 51' W. 34' 3"; thence North 100 feet; thence North 74° 51' West 53.6 feet; thence S. 200 feet to the N. line of State Highway No. 8; thence S. 74° 51' E. along State Highway No. 8, 70.6 feet; thence in a northeasterly direction to the place of beginning.

Also the following personal property located in resturant and building on above described property: Bed, rug, table, occoasional table, desk, oil burner, 2 lamps, davenport, end table, sewing rocker, 1 c. chair, 3 piece bedroom set, bench, rug, box spring & mattress, 1 Collins electric water heater, 1 universal electric range, 1 Wells electric French Fryer, 1 Lang grill electric, 1 Electric steam table, 1 Perficold 30 ft. Reach-in-cooler, 1 pair scales, all dishes, cups, glasses, kettles, and silverware, 1 air tite heater, 1 National cash register, 1 mirrow and flor. lights, Booths, counter, and stools, and back bar, 1 High chair, 1 Neon sign, 1 three compartment sink and built ins, 1 fire extinguisher, and 1 cannopy.

On the following terms and conditions: The purchase price is NINE THOUSAND and no/100 (\$9000.00) dollars, of which Three thousand and no/100 (\$3000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

In monthly installments of \$100.00 each including interest at the rate of 6% per annum payable on the 1st day of each month commencing October 1st, 1948. Installment payment shall be credited first to interest secondly to principal; and the purchaser shall have the right to pay any installments or portions thereof in advance of the due date.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or