

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

harvested from the above described premises for the year 1948. The seller shall have the right to retain possession of the dwelling house and the premises for the purpose of removing the crops as the same mature.

On the following terms and conditions: The purchase price is Forty-five thousand dollars, of which Fifteen Thousand 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 installments of not less than \$1500.00 per annum commencing July 1st, 1950, and payable thereafter on the 1st day of July of each year together with interest on unpaid balance at the rate of five percent per annum payable on July 1st, 1949, and thereafter semiannually on the 1st day of February and the First day of July, respectively; provided nevertheless that the purchaser shall pay to the seller an amount equal to one-third of the gross receipts from the operation of the farm which is the subject matter of this sale. Said sums to be paid as the receipts from the sale of products therefrom are received. The cash payments from the gross receipts shall be made upon the basis of an accounting to be had from time to time between the parties hereto and shall be credited on account of principal. Such accounts as to milk, eggs, and other produce shall be made at least once each month and a final statment shall be made on or before July 1st each year. The purchaser promises and agrees that he will keep a complete record of all sales and other transactions with respect to the operation of said farm and that the seller at any reasonable time may have the right to inspect the same together with all vouchers receipts, bills of lading or other instruments evidencing such transaction. On or before the 1st day of July each year the purchaser will pay to the seller, in event the one-third of the sales is less than \$1500.00, a sufficient sum to make up the guaranteed annual payment of principal, it being the intent hereby that the purchaser shall pay on account of principal a sum of money equal to one-third of the gross receipts from said farm with a minimum payment per annum of \$1500.00.

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 hereof; (2) to keep the buildings now and hereafter placed upon the premises and equipment 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