

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO. 188073

231

#38625

Henry Metzger to Katherine Haines et al

REAL ESTATE CONTRACT

IT IS HEREBY MUTUALLY AGREED, By and between Henry Metzger, surviving spouse of Mary Metzger, deceased, the party of the first part, and Katherine Haines, Maggie Ragan and Aurelia Kelly, the parties of the second part, that the said party of the first part will sell to said parties of the second part, their heirs or assigns, and the said parties of the second part will purchase of said party of the first part, his heirs, executors or administrators, the following described lot, tract, or parcel of land situate in Skamania County, State of Washington, to-wit:

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec., 21, T3, N. R. 8 E. W. M.
EXCEPTING therefrom that portion thereof conveyed to Peter Aalvik by the Treasurer of Skamania County, dated Nov., 22, 1941, as described in deed recorded at page 510 Book 28 of deeds records of Skamania County.

with the appurtenances thereunto belonging, on the following terms:

1st. The purchase price for said land is Three Thousand Dollars (\$3000.00) Dollars, of which the sum of one Thousand Dollars has this day been paid as earnest, the receipt whereof is hereby acknowledged by said party of the first part; and the further sum of Two Thousand Dollars payable on or before five years from date hereof in annual payments of not less than \$400.00 per annum, with interest at 6% on deferred payments, interest payable at time of annual payments. Said second parties shall have the privilege of paying the balance in full at any time together with such interest as may be due.

2nd. The parties of the second part shall also pay before same becomes delinquent all taxes and assessments which may be levied or may accrue against said lands, or any part thereof, from this day.

3rd. Said land to be conveyed by a good and sufficient warranty deed to said parties of the second part when said purchase price shall have been fully paid.

4th. The parties of the second part agree to keep all buildings now upon or hereafter placed upon said premises insured, payable to the first party as his interest may appear, in as large a sum as reliable insurance companies will carry.

5th. The parties of the second part further agree not to sell or assign this contract or any interest therein or any interest in the lands therein described without the written consent of the party of the first part and not to permit either to be sold by forced sale; and any sale of this contract or of any interest in said contract or in the lands therein described without the written consent of the party of the first part will render this contract null and void.

6th. Time is the essence of this contract, and in case of failure of the said parties of the second part to make either of the payments or perform any of the covenants on their part, this contract shall be forfeited and determined at the election of the said party of the first part, and the said parties of the second part shall forfeit all payments made by them on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by him sustained; and he shall have the right to re-enter and take possession of said land and premises and every part thereof

WITNESS, Our hands and seals in duplicate this 18th day of Nov., A. D. 1948

Signed, Sealed and Delivered in Presence of

Henry Metzger (SEAL)

Aurelia Kelly (SEAL)

Margaret Ragan (SEAL)

Katherine Haines

STATE OF WASHINGTON,)
) SS.
County of Skamania)