

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

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husband and wife, hereinafter 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, situate in Skamania County, Washington:

Beginning at the intersection of the east line of Tract 2 of Columbia Home Tracts (as shown at page 76 official plat book in the County Auditors office of said Skamania County, Washington,) with the north line of State Road No. 8, thence west on said North line 100 feet, thence North and parallel to the east line of said Lot 2 a distance of 477 feet; thence East 100 feet to said East line; thence south on said line 477 feet to place of beginning, and being in lots 11 and 12, of section 36, Twp. 3 N. R. 7½ E. W. M. Commencing at the SW corner of Lot 3 Columbia Home Tracts, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, thence North 377 feet following the West boundary of said lot 3, thence East 250 feet to the East boundary of said Lot 3 thence following the East line thereof south 319 feet more or less to the southeast corner thereof, thence in a southwesterly direction about 255 feet following the south boundary of said lot 3, to the place of beginning, containing two acres, more or less, all in section 36, twp. 3 N. R. 7½ E. W. M.

Also all roads and easements appurtenant thereto.

On the following terms and conditions: The purchase price is One thousand one hundred and no/100 (\$1100.00) dollars.

The said purchase price together with interest at the rate of 6% per annum to be payable as follows: to-wit; in installments of not less than \$35.00 per month payable on the 10th day of each month commencing April 10th, 1949. The said installments to be credited first to interest and thereafter to principal.

It is understood and agreed that this contract supersedes and cancels contract dated October 28th, 1947, executed by Abbie C. Craft, a widow and Ray Earle and Lillie Earle (who is the same person as Tillie Earle) as purchasers, recorded at page 286 Volume 32 of deeds records of Skamania County, Washington, the vendors herein having succeeded to the interest of Said Abbie Craft.

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 taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account