

## DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDER &amp; P.T.G. CO. 198973

#39355

Henry Metzger to Jessie Sheppard

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 13th day of June, 1949, between Henry Metzger, a widower, hereinafter called the "seller" and Jessie Sheppard, a widow, 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 a point in the center of the Smith-Beckon Road 16 rods North of the SW corner of the Southeast quarter of the Northwest quarter of Section 21, Twp. 3 N. R. 8 E. W. M., running thence East 20 rods, thence South 16 rods, thence East 20 rods to the line between the East and the West half of said Southeast quarter of the Northwest quarter, thence North 24 rods, thence West 40 rods, thence South 8 rods to the point of beginning.

The purchaser shall have the right to use such timber from the tract of land above described as she may desire for constructing building or other improvements upon said land but no other timber shall be cut or removed from said premises unless and until one half of the purchase price together with interest has been paid and this contract is not in default.

On the following terms and conditions: The purchase price is Seven Hundred and no/100 (\$700.00) dollars, of which Two Hundred Thirty-five and no/100 (\$235.00) 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 annual installments of not less than \$93.00 payable on the 13th day of June each year commencing June 13, 1950, together with interest on unpaid balances at the rate of 6% per annum.

The purchaser may enter into possession immediately.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and deliver to the purchaser a warranty deed deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to