

## DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

#39418

Richard Graham et ux to George S. Huffman et ux

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 25th day of June, 1949, between Richard Graham and Annabel Graham, husband and wife, hereinafter called the "seller" and George S. Huffman and Virgie E. Huffman, 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:

The north halves of Lots 1 and 2, and all of Lot 3, Block Two, Johnson's Addition to the Town of Stevenson, according to the official plat thereof of record and on file in the office of the Auditor of Skamania County, Washington.

Free of incumbrances,

On the following terms and conditions: The purchase price is three thousand, nine hundred and fifty and No/100 (\$3,950.00) dollars, of which one thousand, five hundred and No/100 (\$1,500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Twenty-five dollars or more, including interest, on the first day of August, 1949, and twenty-five dollars or more, including interest, on or before the first day of each and every month thereafter until the entire amount of the principal together with interest thereon has been fully paid. The purchaser agrees to pay interest at the rate of six per cent per annum, and the monthly installments above specified are to be applied first on account of interest accrued to date computed on monthly balances and the balance on account of principal. Interest is to be charged from July 1, 1949. All papers are to be placed in escrow with the Bank of Stevenson, Washington, at which place all payments hereunder are to be paid.

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 monies received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in