#39727   Jacob Aalvik et ux to H. A. Mundinger et ux

REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of April, 1949 between Jacob Aalvik and Ellen Aalvik husband and wife, hereinafter called the "Seller" and H. A. Mundinger and Katherin H. Mun-
husband and wife,
dinger, 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 East half of Lot 3 of Block 6 of Johnson's Addition to the Town of Stevenson, according to the official plat thereof, excepting a strip 20 feet wide from the South end thereof heretofore reserved for right of way purposes.

On the following terms and conditions: The purchase price is Twenty-five hundred and no/100 ($2500.00) dollars, of which One hundred and no/100 ($100.00) 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 monthly installments of not less than $100.00 each commencing May 1st, 1949, together with interest on unpaid balances at the rate of 6% pay-able semi-annually. The Grantees shall have the right to pay any or all installments in advance of the due date thereof.

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 assess-ments 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 assess-ments or any payments required to be made on account of the mortgage, or to insure the prem-ises 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 mon-eys 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 res-toration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed deed to the prop-erty, excepting such part thereof which may hereafter be condemned, if any, free of incumbr-ances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver to the