

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTD. CO. (1887)

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:

Commencing at the point of intersection of the center line of Kanaka Creek with the center line of the North Bank Highway, thence down the center of Kanaka Creek in a southerly direction to intersection with the center line of the old Stevenson-Carson road, thence following the center line of the old Stevenson-Carson road in a northerly direction to the intersection with the center line of the North Bank Highway, thence westerly along the center of the North Bank Highway to the point of beginning, containing one acre more or less, and being in Section 36, T. 3 N., R. 7 $\frac{1}{2}$ E. W. M., excepting county roads included therein.

Free of uncumbrances, except: _____

On the following terms and conditions: The purchase price is six thousand and No/100 (\$6000.00) dollars, of which two thousand and No/100 (\$2,000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The remaining balance of four thousand and No/100 (\$4,000.00) dollars is to be paid as follows: forth (\$40.00) dollars or more including interest on or before October 15, 1949, and forty (\$40.00) dollars or more including interest on or before the fifteenth day of each and every month thereafter until the full amount of principal and interest has been fully paid. The purchaser agrees to pay interest commencing September 15, 1949, on the unpaid monthly balances hereunder at the rate of six per cent per annum. The monthly installments above specified are to be applied first on account of interest accrued to date computed on monthly balances and second on account of principal. It is mutually agreed that a signed copy of this contract and a warranty deed executed and acknowledged by the seller will be placed in escrow at the Bank of Stevenson in Stevenson, Washington. If for any reason the purchaser becomes delinquent for more than 60 days, this contract becomes null and void.

It is mutually agreed that there is included within the above-mentioned purchase price all stove wood located on, and all fruit and vegetables now growing and remaining on, the above-described real property.

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 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