

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAKIMA COUNTY, WASH. CO. 18873

The east two (2) acres of Lot 7 of Stevenson Park Addition to the Town of Stevenson according to the official plat thereof on a file and of record in the Office of the Auditor of Skamania County, Washington except a strip of land 20 feet in width along the southerly side of the tract to be conveyed, for road purposes.

Free of incumbrances,

On the following terms and conditions: The purchase price is TWO THOUSAND FIVE HUNDRED and No/100- - - (\$2,500.00) dollars, of which FIVE HUNDRED and No/100- - (\$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:

The balance of \$2,00.00 of the purchase price is to be paid as follows: \$80.00 or more on or before the 4th day of January, 1950; and \$40.00 or more on the 4th day of each and every month thereafter until the full amount of principal and interest has been paid. The payments specified include interest at the rate of six per cent per annum to be computed from November 4, 1949. All payments hereunder are to be made to the Bank of Stevenson at Stevenson, Washington, at which place a warranty deed from the seller to the purchaser and an executed copy of this contract are to be placed in escrow.

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 the manner above specified, to execute and deliver to purchaser a warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within 60 days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Puget Sound Title Insurance Company,