

## DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

\$1.10 USIR and \$1.00 State Stamps affixed, cancelled, Skamania County Abstract & Title Co.,  
12/23/49"

Filed for record December 23, 1949 at 10-30 a.m. by R. C. Sly.

*John C. Wachtel*  
Skamania County Auditor.

#40278 Melvin Douglass to Al S. Keller

REAL ESTATE CONTRACT For unimproved property.

THIS CONTRACT, made this 10th day of December 1949 between Melvin Douglass, dealing with his separate property hereinafter called the "seller" and Al S. Keller 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:

All of Government Lots 5 and 8 in sec 36 tp 3 N R 7 $\frac{1}{2}$  E.W.M. lying north of the southerly line of Strawberry road (also known as Lateral Highway No 3), except the following parcel; Beginning at a point 126.6 feet north of the SW corner of said Lot 8, thence east 100.4 feet, thence N 24°35' E 99 feet, thence N 20°25' W 77 feet, thence N 54°06' W to a point 33 feet east of the west line of said Lot 8, thence north to the north line of said Lot 5, thence west 33 feet to the NW corner of said Lot 5, thence south to the place of beginning; Also, excepting the following parcel; Beginning at a point 33 feet east of the NW corner of said Lot 5, thence South 1571.5 feet, thence S 31°37' E 181 feet to the north line of Strawberry road, thence along the southerly line of said road N 55°34' E 210.1 feet, thence North 1602 feet to the north line of said Lot 5, thence west 264.5 feet to the place of beginning.

On the following terms and conditions; The purchase price is Three thousand and no/100 (\$3000.00) 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;

\$250.00 on or before January 15, 1950; \$250.00 on or before March 15, 1950; \$500.00 on or before January 15, 1951, and \$500.00 on or before January 15th, of each year thereafter until the full amount of the purchase price has been paid. Interest shall be paid on unpaid balances at the rate of 5% per annum, payable annually.

The purchaser shall have the right to cut and remove timber from said premises but shall pay the seller therefor the sum of 5 cents per lineal foot to be credited upon the installment next falling due; provided, if the said stumpage payment shall exceed \$500.00 the amount in excess thereof shall be credited on installments last falling due.

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 to the property, excepting