

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

C. R. Fray
Notary Public in and for the State of Washington,
residing at Washougal in said County.

Filed for record January 4, 1950 at 10-00 a.m. by Yvonne Jackson.

John C. Wachter, Jr.
Skamania County Auditor

#40320

Marmaduke Sharp to George L. Turner

REAL ESTATE CONTRACT

THIS CONTRACT, made this 9th day of January - 1950 between MARMADUKE SHARP, an unmarried man, hereinafter called the "seller" and GEORGE L. TURNER, 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 :

Lots Twelve (12) and Thirteen (13), in Block Three (3), Riverview Addition to the Town of Stevenson, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

EXCEPTING that portion with in right of way of Spokane, Portland and Seattle Railway Company.

Free of incumbrances,

On the following terms and conditions: The purchase price is One Thousand, Two Hundred and no/100 (\$1,200.00) dollars, of which Six Hundred and no/100 (\$600.00) 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 (\$25.00) Dollars, or more, on the 10th day of February, 1950, and \$25.00, or more, on the 10th day of each and every month thereafter until the full principal and all interest has been fully paid. Interest is to be charged and figured at the rate of six (6%) per cent, per annum, from January 10, 1950. The payments made are to be applied first upon accrued interest and the balance upon principal.

All payments shall be made at the place designated by the seller or his assigns, and until further notice at the Bank of Stevenson, Stevenson, Washington.

Possession shall be given on or before January 10, 1950.

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