

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

#40962

Violet J. Jordan to T. W. Carleton et ux.

REAL ESTATE CONTRACT

THIS CONTRACT, made this 23rd day of June, 1950, between Violet J. Jordan, a widow, hereinafter called the "seller" and T. W. Carleton and Helen C. Carleton, husband and wife, 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:

Commencing at the southeast corner of Lot 3 of Stevenson Park Addition according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence west 214 feet along the southerly line of the said Lot 3 to the initial point of the tract herein described; thence west along the southerly line of the said Lot 3 186 feet; thence north 150 feet to the north line of the said Lot 3; thence east along the north line of said Lot 3 186 feet to a point north of the initial point; thence south 150 feet more or less to the initial point SUBJECT to an easement for a water pipe line and the right to maintain the same, granted to the Stevenson Water Company and SUBJECT to an easement for an access road 15 feet in width along the southerly side of the tract above described.

On the following terms and conditions: The purchase price is Three Thousand Seven Hundred and No/100 (\$3,700.00) dollars, of which One Thousand and No/100 (\$1,000.00) 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 balance of the purchase price amounting to \$2,700.00 is to be paid as follows:

\$50.00 or more each and every month commencing September 1, 1950, and on the first day of each and every month thereafter until the whole amount of the principal together with interest has been paid. The monthly installments of principal above specified include interest at the rate of six per cent per annum computed on the basis of unpaid balances of principal, and the said monthly installment are to be applied first to interest and then to principal. Interest is to be computed from August 1, 1950.

It is understood and agreed between the seller and the purchaser that E. J. Ross shall have the right to harvest crops now growing in a garden planted by him on the above described real property, provided the said E. J. Ross shall have such right only for the year 1950. It is also agreed and understood between the seller and the purchaser that the purchase price includes a dresser now located in the house standing 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 and 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