

## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

#41887

Earl T. Hill et ux to Clyde Showalter et ux.

## REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 18th day of March, 1950 between EARL T. HILL and MARJORIE A. HILL, husband and wife, hereinafter called the "seller," and CLYDE SHOWALTER and GERALD S. SHOWALTER hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate situate in the County of Skamania, State of Washington, to-wit:

The Northeast Quarter ( $NE\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Nine (9) Township One (1) North of Range Five (5) East of the Willamette Meridian.

ALSO: Starting at a point Twenty (20) Chains North of the Southeast (SE) Corner of Section Nine (9) Township One (1) North of Range Five (5) East of the W. M. running thence West Three (3) Chains and Seventy-five (75) links; thence South Thirty (30) Degrees West Two (2) Chains and Eighty five (85) links; thence East Five (5) Chains and seventeen and one half ( $17\frac{1}{2}$ ) links; thence North Two (2) Chains and twenty-five (25) links to the place of beginning; containing one acre, more or less.

Together with certain water rights to said described property.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of One Thousand Four Hundred Fifty & no/100 Dollars (\$1450.00) of which the sum of Five Hundred & no/100 Dollars (\$500.00) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Nine Hundred Fifty & no/100 Dollars (\$950.00) shall be paid as follows:

Twenty Five Dollars (\$25.00) per month including interest at 6% per annum, said payments to commence on the 20th day of April, 1950.

## THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises; including the 1950 taxes.
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

## THE SELIER AGREES:

1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;
2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient warranty deed to said described premises.

## IT IS FURTHER AGREED:

1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure 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 six per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;