

SKAMANIA COUNTY, WASHINGTON

that on this 8th day of April 1950 personally appeared before me Verner C. Waggener and May S. Waggener, husband and wife to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

Wm. J. Girard
Notary Public in and for the State of OREGON
residing at Portland, Oregon
My commission expires: MY COMMISSION EXPIRES
NOV. 16, 1952

\$11.00 USIR and \$10.00 State Stamps affixed, cancelled "Ska Co A & Ti Co 12-28-50 RJS"

Filed for record December 28, 1950 at 3-50 p.m. by R. J. Salvesen.

John C. Wachler
Skamania County Auditor

#41937

Albert Markgraf et ux to Lee H. Smith et ux

REAL ESTATE CONTRACT

THIS CONTRACT, made this 1st day of December, 1950, between Albert Markgraf and Mary Markgraf, husband and wife, hereinafter called the "seller" and Lee H. Smith and Pearl E. Smith, 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, situated in Skamania County, Washington:

Beginning at a point forty chains north and twenty chains west of the southeast corner of Section 25, Township 3 North, Range 7 E. W. M.; thence south eleven chains; thence east two chains; thence south four chains; thence west two chains; thence south ten chains; thence east eight chains; thence north twenty-five chains; thence west eight chains to the place of beginning; SUBJECT to any road rights of way now established over, across or affecting said property.

On the following terms and conditions: The purchase price is Four Thousand and No/100 (\$4,000.00) dollars, of which Two Hundred Fifty and No/100 (\$250.00) 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 amounting to \$3,750.00 shall be paid by the purchaser as follows: The sum of \$50.00 or more on the first day of each and every month commencing January 1, 1951, and on the first day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of six per cent per annum computed on the unpaid monthly balances of principal; and the said monthly installments shall be applied first to interest and then to principal. The purchaser reserves the right to pay the entire unpaid balance of principal together with interest at any time while he is not in default under the terms of this contract. Both the seller and the purchaser mutually agree that the said monthly installments commencing January 1, 1951, shall be paid to Charlotte E. Chanda and that the expenses of closing this transaction and the making of this contract (including the payment of broker's commission, taxes, recording fees, legal services, and title insurance policy) shall be deducted from the said monthly payments, but that the same shall be applied toward the unpaid balance of principal and interest under this contract.

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