

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

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)

Raymond C. Sly
Notary Public in and for the State of Washington,
residing at Stevenson, therein.

Filed for record April 6, 1950 at 11-57 a.m. by R. J. Salvesen.

John C. Wachtel
Skamania County Auditor

#40588

Mary G. Killam to Charles H. Wilson

CONTRACT - REAL ESTATE

THIS AGREEMENT, Made the 18th day of October, 1944, between Mary G. Killam, a widow hereinafter called the first party, and Charles H. Wilson, unmarried of the County of Skamania and State of Washington hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Skamania, State of Washington, to-wit:

Lot numbered Seven (7) of Oregon Lumber Company's Subdivision of a part of Section 14, Township 3, North of Range 9 E.W.M., containing 20 acres of land. also all water rights or water privileges appurtenant thereto acquired and owned by Grantor.

for the sum of FIFTEEN HUNDRED & no/100 (\$1500.00) Dollars on account of which SIX HUNDRED & no/100 (\$600.00) Dollars is paid on the execution hereof (the receipt of which is hereby acknowledged), and the remainder to be paid at Portland, Oregon with interest at the rate of six per cent per annum at the dates and in the amounts as follows: Not less than \$200.00 together with interest at above rate, on the 18th day of October, 1945 and a like payment on the 18th day of each and every year thereafter until the full sum of both principal and interest has been paid.

And the second party in consideration of the premises, hereby agrees that they will pay all of the taxes which become due and payable for the current fiscal year, and all taxes hereafter levied against said property, and public and municipal liens which may be hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof becomes past due, and that all buildings now erected on said premises will be kept insured in favor of the first party against loss or damage by fire in an amount not less than NINE HUNDRED Dollars in a company or companies satisfactory to first party, and will have all policies of insurance on said property made payable to the first party as her interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

In case the second party his legal representatives or assigns, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall give unto the second party, his heirs or assigns, upon request at Portland, Oregon and upon the surrender of this agreement, an Abstract or Title Insurance Policy showing marketable title continued as to above date and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of incumbrances, excepting, however, the above mentioned taxes and assessments and all liens and incumbrances created by the second party, or his assigns.

But in case the second party shall fail to make the payments aforesaid, or any of