

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & Ptg. CO. 192511

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being 276.4 ft. East and 1,370.6 ft. South of the above northwest corner of Section 11 Twp. 1 N. R. 5 E. W. M.; Thence S 20° 56' East 165 ft. along fence to a point which is 1,524.7 ft. South and 335.3 ft. East of the N.W. corner of Section 11 and being on the Northerly right-of-way line of State Road #8; Thence N 69° 04' East 84.3 ft. along Northerly right-of-way line of State Road #8 to intersection of old State Road now County Road; Thence Northwesterly along right-of-way of County Road to a 24" fir tree; Thence S 75° 05' W 128.3 ft. to point of beginning.

ALSO the right to use for domestic purposes upon said property water from the spring supplying the dwelling house of the seller, said water to be taken through a pipe not exceeding one-half inch in diameter connected at property line with pipe laid by the seller; provided, in case the seller, or her successor in interest, fails to provide connection at property line the purchaser may lay supply line directly to said spring.

It is intended that the property conveyed shall include all within enclosure.

On the following terms and conditions: The purchase price is Twelve hundred and no/100 (\$1200.00) dollars, of which Five hundred and no/100 (\$500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

In monthly installments of not less than \$15.00 each, the first installment to be paid on the 1st day of December, 1949, and a like payment on or before the 1st day of each month thereafter; interest on unpaid balances to be paid semi-annually at the rate of 5% per annum.

All payments to be made at National Bank of Commerce of Seattle, Camas Branch, to the credit of Clara M. Krogstad.

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 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified to execute and deliver to purchaser a warranty deed to the