

## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTC. 11-10-12

SUBJECT to a certain mortgage made by the seller and Ralph H. Carr to the Bank of Stevenson dated June 17, 1949, and recorded at page 46 of Book Y of Mortgages, which said mortgage the purchaser hereby assumes and agrees to pay in full including the payment due thereunder on April 15, 1951, and on which said mortgage the seller covenants that the unpaid balance of principal of April 15, 1951, is the sum of \$1749.00.

On the following terms and conditions: The purchase price is THREE THOUSAND SEVEN HUNDRED FIFTY ONE and No/100 (\$3,751.00) dollars of which ONE THOUSAND FIVE HUNDRED and No/100 (\$1,500.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The unpaid balance of principal in the amount of \$2,251.00 shall be paid by the purchaser to the seller in monthly installments of \$50.00 or more each and every month commencing May 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 include interest at the rate of six per cent per annum computed on the monthly balances of unpaid principal. The purchaser reserves the right at any time while he is not in default hereunder to pay to the seller the unpaid balance of principal together with the interest then due.

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 property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to