

SKAMANIA COUNTY, WASHINGTON

#42365

M. E. Cuffel et ux to Robert O. Woods et ux

REAL ESTATE CONTRACT

THIS CONTRACT, made this 6th day of April, 1951, between M. E. Cuffel and LaVerna G. Cuffel, husband and wife, hereinafter called the "seller" and Robert O. Woods and Violet E. Woods, 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:

Commencing at the northwest corner of the southwest quarter of the southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 36, Township 3 North, Range 7 E. W. M.; thence south 86° 06' East 966 feet; thence south 17° 12' east 254 feet; thence south 52° 19' east 259.10 feet; thence south 04° 45' west 52 feet; thence north 86° 06' west 1236.80 feet to the west line of the said Section 36; thence north 405 feet to the place of beginning, containing ten acres more or less.

On the following terms and conditions: The purchase price is THREE THOUSAND and No/100 (\$3,000.00) dollars, of which FORTY and No/100 (\$40.00) 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 price in the amount of \$2,960.00 shall be paid by the purchaser to the seller in monthly installments of \$40.00 or more commencing on the first day of May, 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. In any event, and in addition to the monthly installments above specified, the purchaser shall be obliged to pay on or before October 1, 1951, the sum of not less than \$500.00 to be applied toward the purchase price. The purchaser reserves the right at any time while he is not in default under the provisions of this contract to pay the unpaid balance of principal together with 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 re-