

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

AKIMA BINDERY & PTC, CO. 192312

Beginning at the southwest corner of Lot 9 of Normandy Tracts according to the official plat thereof on file and of record in the office of the auditor of Skamania County, Washington; thence westerly along the northerly line of State Highway No. 8 a distance of 310 feet to the initial point of the tract hereby described; thence westerly along the said northerly line of said highway a distance of 35 feet; thence at a right angle northerly a distance of 64 feet; thence easterly and parallel with the northerly line of said highway a distance of 35 feet; thence southerly a distance of 64 feet to the initial point of said tract of land being situated more or less to the initial point of said tract of land being situated North, Range 7 E.W.M.

Subject to that certain mortgage made by the seller to J. C. Price and dated June 30, 1948, as further described at page 492 of Book X of Mortgages, Records of Skamania County, Washington. The unpaid balance of principal and interest on which said mortgage the purchaser agrees to assume and pay according to the terms thereof and in addition to the monthly installments below specified. The seller covenants with and to the purchaser that as of April 24, 1951, the unpaid balance of principal on the said mortgage is the sum of \$1,316.31.

On the following terms and conditions: The purchase price is FOUR THOUSAND SIX HUNDRED EIGHTY-THREE and 69/100 (\$4,683.69) dollars, of which TWO HUNDRED and no/100 (\$200.00) 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 purchaser agrees to pay the unpaid balance of principal on this contract in the sum of \$4,483.69 in monthly installments of \$125.00 or more commencing on the 5th day of June, 1951, and on the 5th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The purchaser reserves the right at any time while he is not in default hereunder to pay all or any part of the unpaid principal together with the interest then due. The said monthly installments include interest at the rate of six per cent per annum computed on the monthly balances of unpaid principal. The seller and purchaser further agree that the said monthly installments shall be first applied towards a broker's commission, title insurance, recording fees and other proper charges resulting from the closing of this transaction which have been or may be advanced by Charlotte E. Chanda, and the seller and purchaser agree that the said monthly installments shall be paid to the said Charlotte E. Chanda until the said commission and expenses have been paid in full.

This contract is made and executed by the seller and purchaser pursuant to an earnest money agreement dated and signed April 24, 1951.

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 monies 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.