

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

Notary Public in and for the State of Washington,
residing at Stevenson

Filed for record May 4, 1951 at 10-57 a.m. by R. J. Salvesen.

John C. Wachtel
Skamania County Auditor

#42387

Guy M. Roff et ux to J. B. McQueen et ux

REAL ESTATE CONTRACT

THIS CONTRACT, made this 3rd day of April, 1951, between GUY M. ROFF and EDITH M. husband and wife, ROFF, hereinafter called the "seller" and J. B. MCQUEEN and CLARA A. MCQUEEN, 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:

The south half ($S\frac{1}{2}$) of government lot 1, and government lot 2 except the east half of the northeast quarter ($E\frac{1}{2}$ of $NE\frac{1}{4}$) thereof, of section 36, Township 4 North, Range 7 $\frac{1}{2}$ E. W. M., containing 55-acres more or less.

SUBJECT to a certain agreement and conveyance of timber standing and being upon the said property, said instrument being between the parties hereto and being of even date herewith.

On the following terms and conditions: The purchase price is FIVE THOUSAND and No/100 (\$5,000.00) dollars, of which THREE HUNDRED and No/100 (\$300.00) 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 amounting to \$4,700.00 shall be paid by the purchaser to the seller as follows: \$50.00 or more on the 15th day of July, 1951, and on the 15th day of each and every month thereafter until the full amount of the purchase price together with interest has been paid. The said monthly installments include interest at the rate of six per cent per annum. The purchaser reserves the right at any time to pay the unpaid balance of principal together with any interest then due. The seller agrees to furnish the purchaser with abstracts of title to the above described real property continued to date, and to deliver the same on payment of the full purchase price.

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 prem-