

## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

JAN 28 1951  
CHANDLER & PTC. CO. 192512

#42410

Charles Jasper Jones et ux to Clyde Frederick Cooke et ux

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 10th day of May, 1951, between Charles Jasper Jones and Vera Jones, husband and wife, hereinafter called the "seller" and Clyde Frederick Cooke and Evelyn Viola Cooke, 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, situate in Skamania County, Washington:

The east half of the southwest quarter of the southeast quarter (E $\frac{1}{2}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 6, Township 3 North, Range 8 E. W. M.

On the following terms and conditions: The purchase price is FOUR THOUSAND and No/100 (\$4,000.00) dollars, of which SIXTY and No/100 (\$60.00) 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 sum of \$3,940.00 shall be paid by the purchaser to the seller in monthly installments of not less than \$60.00 commencing on the 10th day of June, 1951, and on the 10th day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The deferred payments hereunder shall bear interest at the rate of seven per cent per annum, which said interest shall be computed on the monthly balances of unpaid principal and shall be payable in annual installments commencing with the 10th day of May, 1952, and on the 10th day of each and every year thereafter until the whole amount of the principal together with interest shall have been paid. The said monthly installments do not include interest. The purchaser reserves the right at any time while he is not in default hereunder to pay all or any part of the unpaid balance of principal together with the interest then due.

The seller shall have a specific lien on all annual crops including strawberries grown and produced on the above described real property and shall be entitled to the whole of the proceeds obtained from the sales of the said crops; the seller shall have a specific lien on timber cut and removed from the above described real property and shall be entitled to the whole of the proceeds from the sale of the said timber; but said proceeds shall be applied on 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 interest 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