

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

husband and wife,
Applegate, hereinafter called the "seller" and John William Hammell and Leona Mae Hammell,
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:

Those portions of lot 10 in Section 24 and lot 3 in Section 25, all in Township 3 North, Range 7½ E.W.M. described as follows: Commencing at the intersection of the center of Wolf Creek with the west line of the said lot 10; thence south along the west lines of the said Sections 24 and 25 to intersection with the center of Ivett Road as constructed on August 18, 1921; thence following the center of Ivett Road as then constructed in a northeasterly direction to intersection with the north line of the said lot 3; thence east along the north line of the said lot 3 to the center of Wolf Creek; thence following the center of Wolf Creek in a northwesterly direction to the point of beginning; said tract containing 15 acres more or less.

On the following terms and conditions: The purchase price is FOUR THOUSAND FIVE HUNDRED AND No/100 (\$4,500.00) dollars, of which SIX HUNDRED and No/100 (\$600.00) 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 \$3900.00 shall be paid by the purchaser to the seller in monthly installments of not less than \$50.00 each and every month commencing with the first day of June, 1951, and on the first day of each and every month thereafter until the full amount of principal 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 the unpaid balance of principal together with the interest then due.

The purchaser covenants to the seller that he will keep in force the existing agreement with the Department of Agriculture for soil conservation, and that he will not cause timber on the above described real property to be cut except for domestic purposes until he shall have performed this contract in full.

The seller agrees to assume and pay any excise tax which may be levied on the sale to the purchaser of the above described real property under Sec. 11, Laws Ex. 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