

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

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 southeast quarter of the southeast quarter of the southwest quarter Section 11, Township 3 North, Range 9 E. W. M.

ALSO: The west half of the south half of the southeast quarter of the southwest quarter, Section 11, Township 3 North, Range 9 E. W. M., containing ten acres, more or less, EXCEPTING, however, a strip of land 20 feet in width along the south line of said tract to be used as a right of way; this reservation is to terminate in case a public highway is constructed bordering on the east half of the south half of the southeast quarter of the southwest quarter of said Section 11.

ALSO, all water rights and appurtenances thereunto belonging or in anywise appertaining.

On the following terms and conditions: The purchase price is Four Thousand One Hundred Fifty and No/100 (\$4,150.00) dollars, of which One Thousand and No/100 (\$1,000.00) 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 \$3,150. is to be paid in monthly installments of not less than \$40.00 including interest at five per cent per annum each and every month commencing May 12, 1950, and on the 12th day of each and every month thereafter until the full amount of principal and interest shall have been paid. All payments are to be made by the purchaser at the Bank of Stevenson. The said monthly installments include interest at the rate of five per cent per annum to be computed from April 12, 1950; and the monthly installments are to be applied first to interest and the balance to principal.

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 required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed deed to the property, excepting such part thereof which may hereafter be condemned, if any, free