

## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

#42575

Edwin E. Howard to Eugene Howard

## REAL ESTATE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That EDWIN E. HOWARD, unmarried, hereinafter called the "Seller", and EUGENE HOWARD, unmarried, Rt 1 Box 566 Washougal Wn hereinafter called the "Buyer", agree as follows:

The Seller agrees to sell and the Buyer agrees to purchase, upon the terms and conditions hereinafter specified, the following described real property situated in Skamania County, Washington, to-wit:

The Northeast Quarter, and the North half of the Southeast Quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian; excepting a tract deeded to School District No. 12, as recorded in Book H, page 163, records of Skamania County; also except tracts conveyed to Joseph A. Salmonson and Dorothy M. Salmonson, husband and wife, by deeds recorded in Book X at page 314; Book X, page 436, and Book "30", page 253, and easement conveyed by instrument recorded at page 272, Book "Y" of Deeds. Together with all the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, and all waters and water rights, and all watering and irrigating apparatus and fixtures which are appurtenant to or incident to the ownership of said premises,

for the total purchase price of Three Thousand (\$3000.00) Dollars, with interest thereon at the rate of 5% per annum, payable as follows:

It is agreed by the parties hereto that the interest due and owing on the balance of the purchase price shall be paid semi-annually, and in addition, the sum of not less than \$1000.00 shall be paid on the principal on or before July 1st, 1953, and the balance of the purchase price, including interest, shall be paid in full on or before July 1st, 1954.

Buyer shall be entitled to make larger or additional payments at any time he desires. It is further understood that the above described real property is subject to a mortgage in favor of the Federal Land Bank of Spokane, and the Buyer herein is purchasing said property subject to said mortgage, and it is agreed by the parties hereto that the Buyer, in addition to making the payments above provided, covenants and agrees to pay before delinquency all payments due and owing on said mortgage.

The Buyer shall be entitled to the immediate use and possession of said real property, subject only to Seller's right to enter thereon at reasonable times for the purpose of making inspection thereof.

Buyer agrees that from and after date of the execution of this contract, he will pay before delinquency any and all taxes and assessments accruing against said property from this date; that he will at all times keep said property in a good state and condition of repair and will not commit nor suffer to be committed, strip nor waste thereof.

Buyer shall keep the improvements on said real premises insured with a reliable insurance company for their full insurable value, with loss payable clause in favor of the mortgage above referred to, and of Seller herein, as their interest may appear. It is agreed that if a fire occurs, any payments made to Seller under said policy of insurance shall be credited by him upon the unpaid balance of the purchase price, but shall not relieve Buyer from the payment of the installments as herein provided.

Any loss or damage or injury caused to said real property or its appurtenances or improvements from any cause whatsoever shall be upon the Buyer, and in such case he shall not be relieved from his payment of the obligation in full according to the terms hereof.

Buyer shall not assign this contract or any interest therein, or any interest in said real property, without the written consent of Seller.

Buyer agrees that full inspection of said premises has been made and that neither the Seller nor assigns shall be held to any covenant respecting the conditions of any improvements on said premises nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of