

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTC. CO. 192512

Filed for record April 14, 1950 at 11-45 a.m. by R. J. Salvesen.

John C. Wachtel
Skamania County Auditor

#40631

Aloysius H. Seubert to Robert C. Randall et ux

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into this 1st. day of April 1950 between Aloysius H. Seubert, a single man hereinafter called the "seller", and Robert C. Randall, and Margarite Randall, hereinafter called the "purchaser,"

WITNESSETH: That 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 the County of Skamania, State of Washington, to-wit:

Lot six (6) in Block (1) of Benson's addition to North Bonnevillle, Washington according to the official plat thereof on file and of record in the office of the Auditor of Skamani_ County, Washington

The attic of said dwelling shall be reserved for the use of the "seller" until Twelve Hundred Fifty and No/100 Dollars (\$1250.00) has been paid.

Failure to meet one month's payment shall nullify this agreement and the property shall revert to the "seller". All payments shall then be considered as rent paid for dwelling.

The terms and conditions of this contract are as follows: The purchase price is Twenty Five Hundred Dollars -(\$2500.00) Dollars, of which One Hundred Dollars (\$100.00) Dollars has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: In monthly installments of not less than Twenty Dollars (\$20.00) and (\$5.00) Five Dollars Interest, total Twenty-Five Dollars (\$25.00) payable on or before the 4th. day of each month commencing May 4th. 1950. The purchaser shall have the right to pay off the balance of the Twenty Five Hundred and No/100 Dollars whenever he wishes.

The purchaser is entitled to take possession of said premises on April 1, 1950

The purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said premises.

The purchaser assumes all hazards of damage to or destruction of any improvements now to be placed thereon, and of the taking of said premises or any part thereof for public use. The purchaser agrees, until full payment of the said purchase price, to keep all buildings on said land or hereafter insured to the full insurable value thereof against loss or damage by fire in some company acceptable to the seller and for the seller's benefit as interest may appear and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

In case the purchaser shall fail to make any payment hereinbefore provided by the purchaser to be made, the seller may make such payment and any amount so paid by the seller, together with interest thereon from date of payment until repaid at the rate of ten (10) per cent per annum, shall be repayable by the purchaser on demand, all without prejudice to any other right the seller might have by reason of such default.

The purchaser agrees that full inspection of said described premises has been made and that neither the seller nor assigns shall be held to any covenant respecting the condition 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 this contract.

The seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the purchaser a good and sufficient warranty deed of said described premises.

Time is of the essence of this contract. In case the purchaser shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as