

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

#42813

Sam Samson et ux to William R. Thompson

REAL ESTATE CONTRACT For Unimproved Property

THIS CONTRACT, made this _____ day of July, 1951, between Sam Samson and Flora Samson, husband and wife, hereinafter called the "seller" and William R. Thompson Box 312 Skamania, Wn. 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:

Commencing at a point 68.5 feet north of the southeast corner of the southwest quarter of the southeast quarter of Section 26, Township 2 North, Range 6 E.W.M., said point being located on the northerly right of way line of the Evergreen Highway; thence north along the east line of the southwest quarter of the southeast quarter of the said Section 26, a distance of 424.5 feet; thence north 81° 13' west 960 feet; thence south 21° west 600 feet more or less to the center of Woodard Creek; thence in a southeasterly direction along the center of the said Woodard Creek 600 feet more or less to the northerly right of way line of the said Evergreen Highway; thence in an easterly direction following the said northerly right of way line to the place of beginning.

EXCEPTING AND RESERVING to the seller all oil, gases, and mineral rights.

On the following terms and conditions: The purchase price is ONE THOUSAND FIVE HUNDRED and No/100 (\$1,500.00) dollars, of which THREE HUNDRED and No/100 (\$300.00) 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 \$1,200.00 is to be paid by the purchaser to the seller in annual installments of not less than \$200.00 commencing on the _____ day of July, 1952, and on the _____ day of July each and every year thereafter until the full amount of the principal together with interest shall have been paid. The deferred payments of principal shall bear interest at the rate of five per cent per annum payable semiannually.

AND IT IS AGREED that the seller will assume and pay any excise tax which may be levied as a result of the execution of this agreement pursuant to Chapter 11, Laws Ex., 1951.

The seller agrees to deposit in escrow with the Bank of Stevenson a warranty deed together with escrow instructions in accordance with the terms of this contract.

The purchaser may enter into possession immediately.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as ^a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder,