

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTC. CO. 192512 604

All that portion of the south $6\frac{1}{2}$ acres of the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 36, Township 3 North, Range 7 $\frac{1}{2}$ E.W.M., lying between Nelson Creek Road and the Highway formerly designated as State Road No. 8, but now county road EXCEPTIN $\frac{1}{2}$ acres conveyed to School District No. 16.

ALSO all that portion of Lot 13, Section 36, Township 3 North, Range 7 $\frac{1}{2}$ E.W.M., lying on the northerly side of State Highway No. 8 as now located and established and on the easterly and northerly side of Nelson Creek Road and the approach thereto from State Highway No. 8 EXCEPTING therefrom that tract of land conveyed to State of Washington for quarry site.

ALSO commencing at a point 657.4 feet west and 342.3 feet south of the $\frac{1}{4}$ corner on the E. line of Section 36, Township 3 North, Range 7 $\frac{1}{2}$ E.W.M., thence south 36 deg. 28' west 110 ft., thence south 40 deg. 00' east 138 ft. more or less to the northerly line of State Highway No. 8, thence in a northeasterly direction along the northerly line of said State Highway No. 8 to a point which is south 40 deg. 00' east of the place of beginning, thence north 40 deg. 00' west about 156 ft. to the point of beginning.

SUBJECT to easements for roads and power lines.

On the following terms and conditions: The purchase price is Fifteen hundred and no/100 (\$1500.00) dollars, of which Two hundred and no/100 (\$200.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Forty dollars or more on the first day of September, 1951. Forty dollars or more on the first day of each and every month thereafter until the full purchase price plus interest at the rate of six percent per annum has been paid. Interest is to be computed monthly on the unpaid balance and deducted first from payments, balance of payment to be applied on principle. Purchaser reserves the right to pay off balance of purchase price at any time, together with interest, that he is not in default under this contract. No timber, except for household purposes, shall be cut without the consent of the seller until the full purchase price has been paid.

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 deed to the property,