

43718  
REAL ESTATE CONTRACT

THIS CONTRACT, made this 26th day of November, 1951, between

Fred Hornshuh &amp; Beulah Hornshuh, husband and wife, hereinafter called the "seller" and

Lulu M. Carey, a widow, hereinafter called the "purchaser,"  
whose address is Route 2, Box 442, Washougal, Washington,

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 the intersection of the northerly line of the Washougal River Road and the west line of the southeast quarter of the northwest quarter of Section 33, Township 2 North, Range 5 E.W.M.; thence in a northeasterly direction along the northerly line of the said road a distance of 130 feet to the initial point of the tract herein described; thence north 100 feet; thence east 100 feet; thence south to the northerly line of the said road; thence in a southwesterly direction along the northerly line of the said road to the initial point.

~~Free of all encumbrances, except:~~

ALSO non-exclusive water rights appurtenant thereto.

On the following terms and conditions: The purchase price is ONE THOUSAND and No/100

----- (\$1,000.00) dollars, of which  
ONE HUNDRED FORTY and No/100 ----- (\$140.00) 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 shall be paid by the purchaser in monthly installments of not less than \$15.00 per month each and every month commencing December 20, 1951, and on the 20th day of each and every month thereafter until the full amount of principal together with interest shall have been paid. The said monthly installments shall include interest at the rate of 4% computed from November 20, 1951, and on the monthly balances of unpaid principal. The purchaser reserves the right while he is not in default hereunder to pay the unpaid balance of principal plus interest then due.



NO. 244  
SKAMANIA COUNTY  
TRANSACTION EXCISE TAX  
PAID NOV 27 1951  
AMOUNT \$10.00  
COUNTY TREASURER  
BY Mabel A. Aetzel

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.

