

THIS AGREEMENT, Made and entered into this 2nd. day of July, 1962

between

CLAUDE D. FARNSWORTH, a single man, of
303 Chalmers Street, Yakima, Washington

hereinafter called the "seller," and CLYDE C. DEMING and MARY J. DEMING, husband and wife, of the city of Skamania, county of Skamania, State of Washington,
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 situate in the County of Skamania, , State of Washington, to-wit:

Beginning at the quarter post on the Section line between Sections 33 and 34, Township 2 North, Range 6 E.W.M., thence west 880 feet to the southeast corner of a tract of land conveyed to Oscar Larson and Ellen Larson, husband and wife, by deed dated August 3, 1949, and recorded August 8, 1949, at page 482 of Book 32 of Deeds, records of Skamania County, Washington; thence west 440 feet; thence north 757.8 feet; thence east 470 feet to the initial point of the tract herein described; thence south 208 feet; thence east to the easterly line of the aforesaid tract conveyed to Larson; thence northerly along the said easterly line to the northeast corner of the said tract; thence west along the north line of the said tract to the initial point.

with the appurtenances, on the following terms and conditions: The purchase price for said described premises is the sum of Two thousand Dollars (\$ 2,000.00) of which the sum of One thousand twenty-four and 65/100 Dollars (\$ 1024.65) has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the sum of Nine hundred seventy-five and 35/100 Dollars (\$ 975.35) shall be paid as follows:

Thirty-five dollars (\$35.00) per month, including interest at the rate of 7% per annum

No.

TRANSACTION EXCISE TAX

JUL 31 1962

Amount Paid \$20.00

Michael P. Rosselli
Skamania County Treasurer

By Beverly J. Milling, Dep.



THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said premises;
2. Until full payment of the said purchase price, to keep all buildings on said described premises insured to the full insurable value thereof against loss or damage by fire and for the seller's benefit as seller's interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller;
3. To assume all hazards of damage to or destruction of any improvements upon the premises, and that no such damage shall constitute a failure of consideration on the part of the seller;
4. That full inspection of said described premises has been made and that the seller shall not be held to any covenant respecting the condition of said premises nor to any agreement for alterations, improvements or repairs unless the agreement relied on be in writing and attached to and made a part of this contract.

THE SELLER AGREES:

- 1. To furnish to the buyer a policy of title insurance to the full amount of the purchase price herein set forth or a complete abstract of title to the above described premises;
- 2. On full payment of the purchase price in the manner hereinbefore specified, to make, execute and deliver to the purchaser a good and sufficient deed to said described premises.

IT IS FURTHER AGREED:

- 1. That in case the purchaser shall fail to make any payment hereinbefore provided, or to insure the premises as above provided, the seller may make such payment, procure 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 _____ per cent per annum until paid, without prejudice to other rights the seller might have by reason of such failure;
- 2. That time is of the essence of this contract. In case the purchaser shall fail to make any payment at the time the same shall fall due as hereinbefore specified, or to perform any covenant or agreement aforesaid, the seller may declare a forfeiture and cancellation of this contract and thereupon all rights of the purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the purchaser shall be retained by the seller in liquidation of damages sustained by reason of such failure. Or the seller may bring action on any intermediate overdue installment, or on any payments, made by the seller and repayable by the purchaser, it being stipulated that the covenants to pay intermediate installments or to pay items repayable by the purchaser are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service of all demands, notices or other papers may be made by registered mail to the address of the purchaser or his assigns last known to the seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

STATE OF WASHINGTON, }
COUNTY OF } ss. Claude D. Farnsworth (SEAL)
Clyde C Deming (SEAL)
Mary J Deming (SEAL)

On this day personally appeared before me _____ (SEAL)
CLAUDE D. FARNSWORTH and CLYDE C. DEMING and MARY J. DEMING,
husband and wife,
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of July, 1962.
Robert J. Lawrence
Notary Public in and for the State of Washington,
residing at Gamas, Washington.

00327

REAL ESTATE CONTRACT
(INDIVIDUAL)

Claude D. Farnsworth
to
Clyde C. Deming
at w/v

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
HOWARD HANSEN
OF SKAMANIA - WASH.
AT 9:45 AM Aug 16 1962
WAS RECORDED IN BOOK 50
OF Deed AT PAGE 281
RECORDS OF SKAMANIA COUNTY, WASH
BY Evelyn O'Dell
COUNTY AUDITOR
DEPUTY A. Simmons

REGISTERED	5
INDEXED	5
INDIRECT	5
RECORDED	5
COMPARED	5
MAILED	5