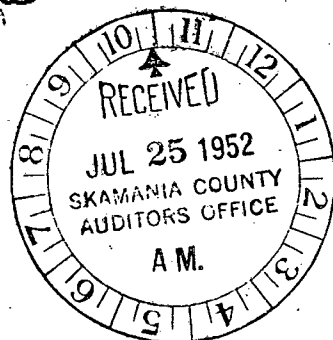


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BOOK

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REAL ESTATE CONTRACT

NO. 517
 SKAMANIA COUNTY
 TRANSACTION EXCISE TAX
 PAID JUL 25 1952
 AMOUNT \$8.00
 COUNTY TREASURER
 BY M. J. Jeter

THIS AGREEMENT, made and entered into this 15th day of January, 1952, between ELLIS T. BREEDLOVE and ANNA MARIE BREEDLOVE, husband and wife since prior to acquiring title to the real property herein described, hereinafter called the "Seller, and ORIE GARRETT and DELORES GARRETT, husband and wife, 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 Three (3) (NE $\frac{1}{4}$) of the Northwest Quarter of Section Three (3) Township Three (3) North, Range Ten (10), East of the Willamette Meridian, containing 38.79 acres. SAVE AND EXCEPT all timber and the right of removal for one year from date and reserving to seller for a period of two years from date rights of way over and across the W $\frac{1}{2}$ of said property. The terms and conditions of this contract are as follows: The

purchase price is Eight Hundred Dollars (\$800.00), of which One Hundred Dollars (\$100.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: The balance of \$700.00, with interest thereon at the rate of 6% per annum, shall be paid on or before one year from the date of these presents.

The Purchaser is entitled to take possession of said premises immediately.

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 on said land or hereafter 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 described premises insured to the full in-

surable 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 hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the Seller may elect to declare forfeiture and cancellation of this contract and upon such election being made 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 all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

or at such other address as the Purchaser will indicate in writing to the Seller. Or the Seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the Seller and repayable by the Purchaser, it being stipulated that the covenant 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.

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

Orie Garrett
Purchaser

Ellis T. Breedlove
Seller

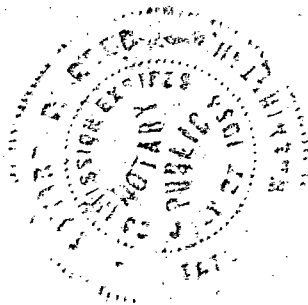
Delores Garrett
Purchaser

Anna M. Breedlove
Seller

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me ELLIS T. BREEDLOVE, ANNA MARIE BREEDLOVE, ORIE GARRETT and DELORES GARRETT, to me known to be the individuals 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of January, 1952.



Edward T. Breed
Notary Public for Washington,
residing at White Salmon, therein.