

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 4th day of October, 1952, between ELLIS T. BREEDLOVE and ANNA M. BREEDLOVE, husband and wife, hereinafter called the Seller, and JACK D. COLLINS and IRMA COLLINS, husband and wife, hereinafter called the Purchaser,

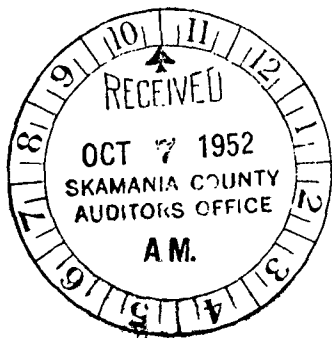
WITNESSETH:

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 Four (4) in Section 3, Township 3 North, Range 10, east of the Willamette Meridian, containing 38.56 acres, more or less;
The Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section 3, Township 3 North, Range 10, east of the Willamette Meridian, containing 40 acres, more or less, SAVE AND EXCEPT THEREFROM a tract of approximately 9 acres in the southeast corner of $SE\frac{1}{4}NW\frac{1}{4}$ of said Section, Township and Range, described as follows: Beginning at the southeast corner of said $SE\frac{1}{4}NW\frac{1}{4}$, go thence north 416 feet; thence west 950 feet; thence south 416 feet to the south boundary line of said $SE\frac{1}{4}NW\frac{1}{4}$; thence east 950 feet to the point of beginning, and SAVE AND EXCEPT FURTHER all timber on the said $SE\frac{1}{4}NW\frac{1}{4}$ and the right to remove same for the period of one year and reserving unto the Seller for a period of two years the logging road as now laid out and used over and across Lot 4.

The terms and conditions of this contract are as follows:
The purchase price is \$2800.00 of which \$100.00 has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: At the rate of \$200.00 semi-annually, plus interest at 6% per annum on deferred balances with the privilege in the Purchaser of paying a larger sum or the entire balance due at any time.

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



NO. 585
SKAMANIA COUNTY
TRANSACTION TAX
PAID OCT 7 1952
AMOUNT \$2800.00
COUNTY TREASURER
BY M. A. G. G. G.

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 insurable 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 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 to procure an owners' policy of title insurance, insuring the Purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the Seller to the said described premises or by reason of prior liens not assumed by the Purchaser under this agreement.

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: Underwood, Washington, 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.

Jack D. Collins
Purchaser

E. A. Breedlove
Seller

Irma Collins
Purchaser

Anna M. Breedlove
Seller

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me ELLIS T. BREEDLOVE, ANNA M. BREEDLOVE, JACK D. COLLINS and IRMA COLLINS, 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 4th day of October, 1952.

Ellis T. Breedlove
Notary Public in and for the
State of Washington, residing
at White Salmon, therein.