

REAL ESTATE CONTRACT

THIS AGREEMENT made this 1st day of June, 1956, between JACK D. COLLINS and IRMA COLLINS, husband and wife, hereinafter termed the Seller, and EDWARD JEROME HOLTMANN, a single man, hereinafter termed the Purchaser,

W I T N E S S E T H :

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the Seller hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to buy from the Seller the following described real property, situate in the County of Skamania, State of Washington, to-wit:

Beginning at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 3 North, Range 10, east of the Willamette Meridian, running thence west 56 rods; thence north 40 rods; thence easterly 56 rods to a point $34\frac{1}{2}$ rods north of the southeast corner of the Southeast Quarter of Northeast Quarter of said Section, Township and Range; thence south to the point of beginning. TOGETHER WITH all water, water rights and existing pipeline over and across said premises.

RESERVING unto the grantors an easement or right of way for ingress and egress to and from other portions of the Northeast Quarter of said Section, Township and Range, being a strip 30 feet in width along the entire east side of the herein described real property.

For the sum of Four Thousand Four Hundred Dollars (\$4400.00) of which the Purchaser has paid the sum of Seven Hundred Fifty Dollars (\$750.00) receipt of which is hereby acknowledged. The balance, to-wit, the sum of Three Thousand Six Hundred Fifty Dollars (\$3650.00) shall be paid in installments of \$65.00 per month, including interest at the rate of 6% per annum on deferred balances; payments to commence on the 7th day of July 1956, and continue on the 7th day of each month thereafter until paid in full with the privilege in the Purchaser of paying a larger sum or the entire amount of principal and interest due at any time without prejudice.

The Seller will furnish a purchaser's policy of title insurance certified to the date of this contract which is not to become the property of the Purchaser until this contract shall have been paid in full. Said Purchaser's policy of title insurance to be deposited in the Bank of Stevenson, Stevenson, Washington, together with a copy of this contract and warranty deed for delivery upon final performance and payment.

The Purchaser shall be entitled to immediate possession of said premises. The said Purchaser agrees to the following terms and conditions, to-wit: To make the payments above agreed to, promptly, in the manner and on the dates above named; to keep the buildings on the premises constantly insured in companies selected by the Seller against loss or damage by fire in a sum of not less than \$5000.00 with loss payable to mortgagee, if any, Seller and Purchaser as their respective interests may appear, all policies on the buildings to be delivered to the Seller; to take the property covered hereby in the condition and as it stands at the date of this contract and to pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of the improvements thereon by fire or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to keep the said premises at all times in as good condition as same now are; to permit the Seller or agent to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before same shall become delinquent all taxes, assessments, liens and encumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said premises or which may have been assumed by the Purchaser in this contract and agrees not to permit or suffer any part of said premises to become subject to any assessments, liens, charges or encumbrances whatsoever having or taking precedence over the rights of the Seller in and to

said property; to make no alterations on nor remove any of the buildings or other improvements nor injure or destroy any shade trees on the premises without the written consent of the Seller nor permit any waste, destruction or damage on the premises.

Should the Purchaser fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the Seller may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Purchaser to the Seller with interest thereon from each respective date of advancement until paid at the rate of 10 per cent per annum payable semi-annually.

The Seller agrees that when the Purchaser shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the Seller to or for the benefit of the Purchaser or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract on his part to be kept and performed and on the surrender of the Purchaser's copy of this contract, to make, execute and deliver to the Purchaser or assigns a good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of this date of all encumbrances whatsoever except any mortgage or other encumbrance which the Purchaser has in this contract or at any subsequent date, specifically agreed to assume and pay, it being understood that the warranties of said deed shall, after the date of this contract, apply only to the acts of the Seller and shall not include any taxes or assessments becoming a lien after the date of this contract.

Time is of the essence of this contract and if the Purchaser shall fail, refuse or neglect to pay either or any of the installments or interest or any other payment due, or shall fail to keep

and/or perform any of the covenants and agreements herein contained on the part of the Purchaser to be performed, then the Seller shall have the right to declare this contract null and void; and if the Purchaser shall fail to make good such default (save for the payment of any installment or other sums of money to be paid to the Seller which shall be due and payable on the dates specified without grace) within 30 days after the Seller shall have served a written notice of declaration of forfeiture by delivering said notice to the Purchaser or mailing same by registered mail to said Purchaser at his last known address or to the address given on this contract, at the Seller's option, then and in that event all of the rights of the Purchaser in and to the property described herein and all rights under this contract, shall immediately and utterly cease and determine and the property described herein shall revert to and revest in the Seller without further action on the part of the Seller and without any right of the Purchaser to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the Seller under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Seller as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and as the liquidated damages to the Seller for the Purchaser's failure to complete this contract.

It is agreed that no assignment of this contract shall be valid unless the same shall be made in proper legal manner endorsed thereon and attached to each copy of this contract and countersigned by the Seller, and that any such assignment or attempted assignment without complying with this term of the contract shall be null and void and of no legal force and effect.

This agreement shall be binding upon and shall inure to the benefit of the legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed in triplicate the day and year first above written.

Jerome Holtmann
Purchaser

Jack D. Collins Jr.
Seller

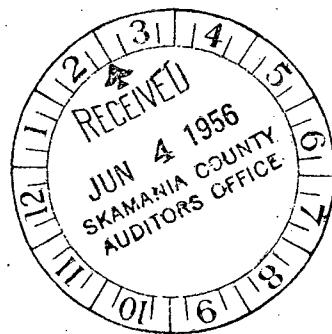
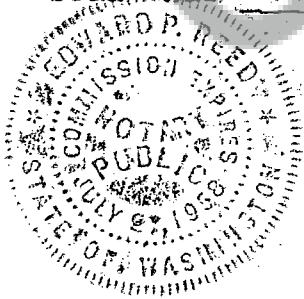
Address: Underwood, Washington

Irma Collins
Seller

STATE OF WASHINGTON)
County of Klickitat) SS

On this day personally appeared before me JACK D. COLLINS, IRMA COLLINS and EDWARD JEROME HOLTSMANN 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 1st day of June, 1956.



[Signature]
Notary Public for Washington
residing at White Salmon, therein.

No. 1836
TRANSMITTAL DEED TAX

JUN 4 - 1956
Amount Paid \$ 44.00
Mabel J. Soter
Deputy

Annette S. Holtmann
Deputy