## AGREEMENT -

THIS AGREEMENT AND ALTERATION OF CONTRACT made and entered into this 27 day of March, 1957, between J. H. Baxter and Company, a California Corporation, party of the first part, and Carl E. Mattson and Lorraine E. Mattson, husband and wife, party of the second part WITNESSETH:

Whereas the parties hereto have entered into a certain contract of sale and purchase dated October 15, 1956, and recorded January 30, 1957, at page 160 of Book 43 of Deeds, Records of Skamania County, Washington, wherein the property intended to be sold and purchased was by a survey mistake erroneously described;

NOW THEREFORE for and in consideration of the sum of One Dollar in hand paid and other valuable considerations and the mutual promises hereinafter set forth, it is hereby agreed and acknowledged by the parties hereto that the property intended to be so sold and purchased is the following described real property situated in Skamania County, Washington:

A tract of land in Government Lot 11 of Section 24, Township 3 North, Range  $7\frac{1}{2}$  E.W.M.:

Beginning at the southwest corner of said Section 24, thence along the south line of the said Section 24 with an assumed bearing of north 89° 41' east 1,629.9 feet, thence due north 360.4 feet to the initial point of the tract hereby described, said point being marked by an iron pipe; thence due north 60 feet; thence north 51° 30' west 385 feet, more or less, to the northerly right of way line of the county road known and designated as the Loop Road; thence southerly and easterly along said northerly right of way line to a point due south of the initial point; thence due north to the initial point.

Together with all water rights to that certain spring now piped to above described property and right of ingress and egress to and from said spring for maintenance purposes.

This ammendment of contract shall in no way affect the terms and provisions of the said contract, and except for the description set forth therein, shall confirm the same. The party of the second part hereby conveys and quitclaims to the party of the first part any right, title or interest which they may have acquired in and to the property described in the aforesaid contract, and the parties of the second part hereby relinquish all rights and claims in and to the property described in the said contract.

Dated this 17 day of April, 1957. J. H. BAXTER & CO.

By: SEAL)

APR 19 1957

STATE OF CALIFORNIA

Property described in the said contract.

By: STATE OF CALIFORNIA

SSS.

City and County of San Francisco)

On this /7thday of April, 1957, before me, Muta / James a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared C.A. Chadbourne and R.B. Mossman known to me to be the President and Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf

of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County, of San Francisco the day and year in this certificate first above written.

Notary Public in and for the City and County of San Francisco State of California.

RECORFED: INDEXED: CIR COMPARED INCIRECT: