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GARVER & GARVER
ATTORNEYS AT LAW
CAMAS, WASHINGTON

BOOK 49 PAGE 338

THIS AGREEMENT, Made and entered into this

20th day of January, 1962

between JACK D. COLLINS and IRMA COLLINS, husband and wife,
Route 1, Box 562, Washougal, Washington

hereinafter called the "seller," and EDWARD J. HOLTMANN and LORRAINE HOLTMANN,
husband and wife, Underwood, 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:

NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 3 North, Range 10 east of
the Willamette Meridian, containing 40 acres.

Also the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16 Township 3 North, Range 10
East of the Willamette Meridian.

Except the following described property, to-wit: Beginning at
the quarter post on the East line of said Section 16; thence West
80 rods; thence North 40 rods; thence East 24 rods; thence South-
east to a point on the East line of said Section 16, which is
North 34.5 rods from said quarter post; thence South 34.5 rods to
the point of beginning.

with the appurtenances, on the following terms and conditions: The purchase price for said described prem-
ises is the sum of THREE THOUSAND SEVEN HUNDRED FIFTY & 00/100 Dollars (\$3750.00)
of which the sum of FIVE HUNDRED & 00/100 Dollars (\$500.00)
has this day been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price
in the sum of THREE THOUSAND TWO HUNDRED FIFTY & 00/100 Dollars (\$3250.00)
shall be paid as follows: \$50.00 or more per month including interest at
6% per annum on the unpaid balance, the first payment being due on
November 10, 1961 and a like payment on the 10th day of each and
every month thereafter until this contract is fully paid.

No timber or logs shall be sold off of the property by the purchasers
without first obtaining the written consent of the sellers and that
all payments on this contract shall be made to the Bank of Washougal

No assignment of this contract shall be valid or binding upon the
sellers without their written approval thereof and in case of suit
or action is commenced by the sellers against the purchasers on this
contract that sellers shall be entitled to recover a reasonable
attorneys fee in addition to the usual costs of such an action.

This contract is a correction contract to the one heretofore entered
into between the parties on September 20, 1961 and supersede said
contract of said date.

No.
TRANSACTION EXCISE TAX

JAN 24 1962

THE PURCHASER AGREES:

1. To pay before delinquency all taxes and assessments that may as between seller and purchaser here-
after 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 warranty 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 six 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 CLARK

SS. *Jack D. Collins* (SEAL)
Irma Collins (SEAL)
Edward J. Holtmann (SEAL)
Lorraine Holtmann (SEAL)

On this day personally appeared before me Jack D. Collins and Irma Collins, husband and wife, and Edward J. Holtmann, and Lorraine Holtmann, husband and wife, 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.

GIVEN under my hand and official seal this 20th day of January, 1962

Robert W. Garrow
Notary Public in and for the State of Washington,
residing at Camas, Washington

39545

REAL ESTATE CONTRACT
(INDIVIDUAL)

Jack D. Collins et ux
to
Edward J. Holtmann et ux

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Robert W. Garrow
OF *Camas*
AT 8:45 PM, Feb 21, 1962
WAS RECORDED IN BOOK 49
OF *Deeds* AT PAGE 399
RECORDS OF SKAMANIA COUNTY, WASH.
Frederick O. Deap
COUNTY AUDITOR
W. L. Lammiman
DEPUTY

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