

REAL ESTATE CONTRACT
(CORRECTION)

BOOK 65 PAGE 398

THIS AGREEMENT, made this 15th day of February, 1975, between DUANE B. BERRY and INEZ J. BERRY, husband and wife, hereinafter referred to as the sellers, and CARLIE M. HOLMES (formerly CARLIE M. SOUTHARD), hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the sellers agree to sell unto the buyer, and the buyer agrees to purchase from the sellers the following described real property situated in the County of Skamania, State of Washington, and more particularly known and described as follows, to-wit: Beginning at an iron stake on the northerly line of State Highway No. 8 as the same existed on October 1, 1943, at a point 10 chains east of the west line of the Robbins D.L.C. in Section 27, Township 3 North, Range 8 E.W.M.; thence north 347 feet; thence north 72°15' west 178.2 feet to the easterly line of the right of way of the Home Valley Road at an iron stake; thence south 75°14' west along the easterly line of the said right of way of said Home Valley Road a distance of 274.6 feet to an iron stake; thence south 09° west 128.8 feet to the northerly line of said Highway No. 8 as aforesaid at an iron stake; thence south 66°31' east along the northerly line of said State Highway No. 8 a distance of 491 feet to the place of beginning; EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed dated February 8, 1955, recorded at page 257 of Book 39 of Deeds, Records of Skamania County, Washington, AND SUBJECT TO restrictions of access to Primary State Highway No. 8 as set forth in said deed dated February 8, 1955; TOGETHER WITH all water rights appurtenant thereto including those acquired from Frank Birkenfeld and Ruth Birkenfeld, husband and wife, by agreement dated October 22, 1943, and recorded at page 362 of Book G of Miscellaneous Records of Skamania County, Washington;

for the sum of twenty-five thousand, six hundred and no/100 Dollars, on which the buyer has paid the sum of Ten Thousand Six Hundred Thirty Seven and 09/100----- including down payment of two thousand dollars and monthly installments of \$149.39 commencing October 1, 1965, which monthly payments are payable on the first of each month for a total of twenty years (240 months). That this instrument is made to correct the legal description of that contract between sellers and buyer dated August 13, 1965, recorded August 18, 1965, under Auditor's File No. 65535, page 412 of book 54 of Deeds, Records of Skamania County, Washington, and that at the date of this contract (correction) there remains 118 monthly payments to be made under the terms of original agreement herein.

And the buyer, in consideration of the premises, hereby agrees to regularly and seasonably pay all taxes and assessments which may be hereafter lawfully imposed on said premises, and keep buildings insured against loss by fire in a reliable insurance company in the sum of \$25,000.00 payable to the sellers as their interest may appear.

In case the buyer, her legal representatives or assigns, shall pay the several sums of money aforesaid punctually and at the several times above specified, and shall strictly and literally perform all and singular, the agreements and stipulations aforesaid, according to the true intent and tenor hereof, then the sellers will make unto the buyer, her heirs or assigns, upon request, a deed conveying said premises in fee simple, with the usual covenants of warranty, excepting, however, from the operation and subject matter of said covenants the before mentioned taxes and assessments, and all liens and incumbrances, created or imposed by the buyer or her assigns.

But in case the buyer shall make default in any way of the covenants herein contained or shall fail to make the payments aforesaid, or any of them punctually and upon the strict terms, and at the time above specified, without any failure or default, the times of payment being declared to be the essence of this agreement, then the sellers shall have the right to declare this agreement null and void, and in such case, all the rights and interests hereby created or then existing in favor of the buyer, or derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert to and revest in the sellers, without any declaration of forfeiture, or act of re-entry, or without any other act by the sellers to be performed, and without any right of the buyer of reclamation or compensation for money paid or improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

The sellers hereby agree to furnish to the buyer, or her assigns, a policy of title insurance or a complete abstract of title to the within described premises, certified by a responsible abstract company.

Abstract or title insurance and fire insurance policies to remain in possession of the sellers until final payment is made.

The parties hereto further agree that subsequent to date of original real estate contract on August 13, 1965, buyers Jack W. Southard and Carlie M. Southard have obtained a decree of divorce dated June 24, 1973, and that Jack W. Southard has executed a quitclaim deed of any interest he may have had in and to the aforesaid property unto Carlie M. Holmes, formerly Carlie M. Southard.

AND IT IS FURTHER AGREED, That no assignment of this agreement, or of the premises above described, shall be valid unless the same shall be endorsed hereon or permanently attached hereto and countersigned by the sellers, and no agreement or condition or relations between the buyer and her assignee, or any other person, acquiring title or interest from or through her shall preclude the sellers from the right to convey the premises to the buyer or her assigns, on the payment of the unpaid portion of the purchase money which may be due to the sellers.

IN WITNESS WHEREOF, The sellers and buyer have signed and delivered this agreement in duplicate, the day and year first above written.

Harold B. Berry Carlie M. Holmes
Inez J. Berry Buyer
 Sellers

STATE OF WASHINGTON, County of Klickitat ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 15th day of February, 1975, personally appeared before me HAROLD B. BERRY and INEZ J. BERRY, husband and wife, to me known to be the individuals described as sellers and who executed the within, and acknowledged that they signed and sealed 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 affixed my official seal the day and year in this certificate first above written.

John E. Anderson
 Notary Public in and for the State of
 Washington, residing at Clock

STATE OF WASHINGTON, County of Skamania ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 15th day of February, 1975, personally appeared before me CARLIE M. HOLMES, to me known to be the individual described as buyer and who executed the within, and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

John E. Anderson
 Notary Public in and for the State of
 Washington, residing at Clock

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RECORDED
 FEB 20 1975

SKAMANIA COUNTY
 CLERK
 J. E. Anderson

