

JOHN S. HOLTGRIEVE ET UX TO MELLA CROWLEY

REAL ESTATE CONTRACT

THIS AGREEMENT ENTERED INTO BY AND BETWEEN JOHN S. HOLTGRIEVE AND ELLA J. HOLTGRIEVE, HUSBAND AND WIFE, PARTIES OF THE FIRST PART, AND MELLA CROWLEY, PARTY OF THE SECOND PART, WITNESSETH:

THAT THE PARTIES OF THE FIRST PART AGREE TO SELL TO THE PARTY OF THE SECOND PART, AND THE PARTY OF THE SECOND PART AGREES TO PURCHASE FROM THE PARTIES OF THE FIRST PART THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN SKAMANIA COUNTY, WASHINGTON, PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE TOWNSHIP LINE 15 CHS. 75 LINKS EAST OF THE QUARTER SECTION CORNER OF THE WEST BOUNDARY OF THE SHEPARD D.L.C. TWP. 3, NORTH OF RANGE 7 EAST OF THE WILLAMETTE MERIDIAN; AND RUNNING THENCE NORTH 65 DEG. EAST 25 CHS. 18 $\frac{1}{2}$ LINKS TO A POST FROM WHICH A FIR TREE SIX INCHES IN DIAMETER BEARS SOUTH 30 DEG. EAST 44 $\frac{1}{2}$ LINKS, AND A FIR STUMP 30 INCHES IN DIAMETER BEARS SOUTH 87 DEG. EAST 65 LINKS; THENCE NORTH 37 $\frac{1}{2}$ DEG. W. 4 CHS. 29 LINKS; THENCE NORTH 50 DEG. WEST 6 CHS. 37 LINKS; THENCE NORTH 30 DEG. W. 3 CHAINS. 49 LINKS TO THE NORTHEAST CORNER AND A VINE MAPLE POST FROM WHICH A LEANING FIR TREE 20 INCHES IN DIAMETER BEARS SOUTH 20 DEG. EAST 37 $\frac{1}{2}$ LINKS, AND A MOUNTAIN WILLOW 6 INCHES IN DIAMETER BEARS SOUTH 87 DEG. EAST 78 $\frac{1}{2}$ LINKS; THENCE WEST ON THE NORTH BOUNDARY 14 CHS. 68 LINKS TO THE N.W. CORNER OF TRACT FROM WHICH A FIR 4 INCHES IN DIAMETER BEARS NORTH 25 DEG. EAST 7 LINKS; THENCE SOUTH ALONG THE WEST LINE OF THE SHEPARD D.L.C. 19 CHS. 63 LINKS TO THE PLACE OF BEGINNING, CONTAINING 29 ACRES MORE OR LESS, EXCEPTING THEREFROM ONE (1) ACRE IN THE SOUTHWEST CORNER THEREOF HERETOFORE CONVEYED BY HENRY S. HOLTGRIEVE AND WIFE TO SCHOOL DISTRICT NO. THREE IN SAID COUNTY AND STATE, AND ALSO EXCEPTING A CERTAIN TRACT OF THIS LAND SOLD TO SAM SAMSON CONTAINING 8.36 ACRES, MORE OR LESS, CONVEYED BY JOHN S. HOLTGRIEVE AND J. V. GHEEN, TO SAID SAMSON, AS SHOWN BY DEED EXECUTED THEREFOR, UPON THE FOLLOWING TERMS AND CONDITIONS:

THE FULL PURCHASE PRICE OF SAID PROPERTY IS TO BE THE SUM OF THREE THOUSAND THREE HUNDRED DOLLARS (\$3300.00), EIGHT HUNDRED DOLLARS (\$800.00) OF WHICH IS TO BE PAID IN CASH UPON THE EXECUTION OF THIS INSTRUMENT, AND THE BALANCE THEREOF TO BE PAID ON OR BEFORE TWO (2) YEARS WITH INTEREST ON ALL DEFERRED PAYMENTS AT THE RATE OF SIX PER CENT PER ANNUM PAYABLE SEMI-ANNUALLY.

IT IS UNDERSTOOD AND AGREED THAT THE PARTY OF THE SECOND PART WILL HAVE THE RIGHT TO SELL UNDER SEPARATE CONTRACTS ANY PORTION OF THE WITHIN DESCRIBED LAND, IT BEING FURTHER UNDERSTOOD HOWEVER THAT SAID CONTRACTS ARE TO BE PLACED IN ESCROW IN THE BANK OF STEVENSON, AT STEVENSON, WASHINGTON, AND ALL MONEYS PAID THEREON ARE TO BE APPLIED BY SAID BANK AS PAYMENTS ON THIS CONTRACT AND THE PARTIES OF THE FIRST PART TO HAVE THE RIGHT TO RECEIVE SAID MONEYS OR THE BENEFITS THEREOF. AND IN CASE ^{CASH} PAYMENT IS MADE IN FULL PARTY OF THE FIRST PART IS TO DEED SUCH PORTION OF THE LAND AS IS PAID FOR.

THE PARTIES OF THE FIRST PART AGREE THAT WHEN ALL THE TERMS AND CONDITIONS OF THIS CONTRACT HAVE BEEN COMPLIED WITH BY THE PARTY OF THE SECOND PART THAT THEY WILL CONVEY THE SAID PROPERTY HEREIN DESCRIBED TO THE SECOND PARTY HEREIN BY A WARRANTY DEED AND WILL FURNISH TO THE SECOND PARTY AN ABSTRACT OF TITLE SHOWING MERCHANTABLE TITLE THERETO.