



REAL ESTATE CONTRACT
(FORM A-1964)

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THIS CONTRACT, made and entered into this 1st day of June, 1982

between NORMAN S. GARWOOD and SOPHIA H. GARWOOD, also appearing of record as HAZEL S. GARWOOD, husband and wife, hereinafter called the "seller," and BRADLEY E. CORNWALL and SALLIE D. CORNWALL, husband and wife, hereinafter called the "purchaser,"

WITNESSETH That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington.

Lot 19, Block 4, Plat of Relocated North Bonneville recorded in Book B of Plats, Page 10, under Skamania County File No. 83465 also recorded in Book B of Plats, Page 26, under Skamania County File No. 84429, Records of Skamania County, Washington.

The terms and conditions of this contract are as follows: The purchase price is Seven Thousand and No/100-----

Seven Hundred and No/100-----\$7,000.00 Dollars, of which \$700.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

One Hundred and No/100-----\$100.00 Dollars

or more at purchaser's option, on or before the 1st day of July, 1982

and One Hundred and No/100-----\$100.00 Dollars

or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the

rate of Ten (10%) per cent per annum from the 1st day of June, 1982

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at M.P. 7.75 Loop Road, Stevenson, Washington 98648, or at such other places as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be June 9, 1982

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantor hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase, subject to, any taxes or assessments now a lien on said real estate and the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as insurability may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor its assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or its assigns or either be held to any covenant or agreement for alterations, improvements or repairs, unless the covenant or agreement in question is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a taking of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and the portion of the condemnation award remaining after payment of such expenses shall be paid to the purchaser to apply all or a portion of such condemnation award to the purchase price hereon, unless the damaged by such taking in case of damage or destruction from space insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless the proceeds of such insurance shall be paid to the seller for application of the purchase price hereon.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by SAFECO Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss of damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the

Printed general exceptions appearing in said policy form.

Loss of or encumbrances which by the terms of this contract the purchaser is assumed to or to which the purchaser is assumed to be made subject, and

Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects or encumbrances.

(6) Seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and then the purchaser shall have the right to make any payments necessary to remove the defect, and any payments so made shall be applied to the purchase price hereon and the seller under this contract.

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The seller, upon receiving full payment of the purchase price and interest in the manner hereinafter specified, in express and definite fulfillment of a statutory warranty...

Easement including the terms, covenants and provisions thereof, as reserved by instrument recorded December 6, 1977 in Book 73, Page 898, under Auditor's File No. 85394, Records of Skamania County, Washington, in favor of the United States of America for the right to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s) as shown on said recorded plans.

Unless a different date is provided for herein, the seller shall be entitled to possession of said real estate on the date of closing after the payment of the purchase price and interest in full. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to grant or permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all taxes and assessments on the real estate, including charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date of purchase.

The seller covenants to pay all taxes and assessments on the real estate, including charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date of purchase, and any amounts so paid by the seller, together with interest at the rate of 10% per annum, shall be reimbursed to the seller by the purchaser on demand.

The seller covenants to make any and all repairs to the real estate in the manner and to the extent required by the purchaser, and to make any and all improvements to the real estate in the manner and to the extent required by the purchaser, and to make any and all repairs to the real estate in the manner and to the extent required by the purchaser, and to make any and all improvements to the real estate in the manner and to the extent required by the purchaser.

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IN WITNESS WHEREOF, the said parties have executed this instrument at the time and place first written above.

Norman S. Garwood
NORMAN S. GARWOOD, Seller

Sophia H. Garwood
SOPHIA H. GARWOOD, also appearing of record
as HAZEL S. GARWOOD

Bradley E. Cornwall
BRADLEY E. CORNWALL, Purchaser

Sallie D. Cornwall
SALLIE D. CORNWALL, Purchaser

STATE OF WASHINGTON
County of Skamania

On this day personally appeared before me, NORMAN S. GARWOOD and SOPHIA H. GARWOOD, also appearing of record as HAZEL S. GARWOOD, husband and wife, to the said parties to the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed.

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SAFECO LIFE INSURANCE COMPANY

Filed for Record at Request of



THIS SPACE RESERVED FOR RECORDER'S USE

Handwritten notes and signatures in the recorder's space.