

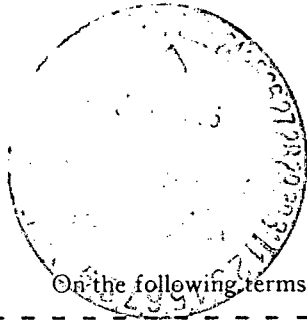
### REAL ESTATE CONTRACT

THIS CONTRACT, made this 22nd day of June, 1965, between  
 RAYMOND C. SLY and THEO S. SLY, husband and wife, hereinafter called the "seller" and  
 ENOS H. CORNWALL and ILLMA B. CORNWALL, hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the  
 seller the following described real estate with the appurtenances, situate in Skamania County,  
 Washington:

Lots 8 and 9 of Block Six of JOHNSON'S ADDITION TO THE TOWN OF STEVENSON accord-  
 ing to the official plat thereof on file and of record in the office of the Audi-  
 tor of Skamania County, Washington, EXCEPT right of way acquired by the Town of  
 Stevenson for the public street known and designated as Vancouver Avenue;  
 TOGETHER WITH right of way over and across existing alley for access to School  
 Street.

Free of incumbrances, except: General taxes for the second half of 1965 amounting to  
 \$52.55 and easements for an alley along the north line  
 of the above described real property reserved in deeds  
 dated April 29, 1910, and recorded respectively on Sep-  
 tember 17, 1910, and on September 22, 1911, at page 415  
 of Book M of Deeds, and at page 303 of Book N of Deeds,  
 Records of Skamania County, Washington.



On the following terms and conditions: The purchase price is FOURTEEN THOUSAND and NO/100 -  
 (\$ 14,000.00 ) dollars, of which  
 (\$ 4,000.00 ) dollars

has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
 purchase price as follows:

The purchasers agree to pay the balance of the purchase price amounting  
 to Ten Thousand and No/100 (\$10,000.00) Dollars as follows: the sum of  
 Four Thousand and No/100 (\$4,000.00) Dollars plus interest on the unpaid  
 balance of the purchase price at the rate of four and one-half per-cent  
 per annum on Jan. 2, 1966; the further sum of Four Thousand and No/100  
 (\$4,000.00) Dollars plus interest on the unpaid balance of the purchase  
 price at the rate of four and one-half per-cent per annum on January 2,  
 1967; and the further sum of Two Thousand and No/100 (\$2,000.00) Dollars  
 plus interest on the unpaid balance of the purchase price at the rate of  
 four and one-half per-cent per annum on January 2, 1968. The purchasers  
 shall not have the privilege of making the aforesaid installment payments  
 prior to the respective due dates thereof.

*ENC Rqs. REL*

Monthly rentals, general taxes for 1965, and fire insurance premiums shall  
 be pro-rated between the sellers and the purchasers as of July 1, 1965.

Interest on the unpaid purchase price shall be computed from July 1, 1965.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be  
 made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by  
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and  
 also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation  
 thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises  
 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller  
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the  
 purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the  
 insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee;  
 (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste;  
 and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any pay-  
 ments required to be made on account of the mortgage, or to insure the premises as above provided, the seller  
 may pay such taxes and assessments, make such payments, and effect 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 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on July 1, 1965, and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

No. \_\_\_\_\_  
TRANSACTION EXCISE TAX  
JUN 22 1965  
Amount Paid 140.<sup>00</sup>  
Nedra S. Smith  
Skamania County Treasurer  
STATE OF WASHINGTON,  
County of Skamania ss.  
Raymond C. Sly (Seal)  
Theo S. Sly (Seal)  
Ernest R. Cornwall (Seal)  
Ernest R. Cornwall (Seal)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 22nd day of June, 1965, personally appeared before me RAYMOND C. SLY and THEO S. SLY, husband and wife, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal the day and year last above written.



Robert J. Salomon  
Notary Public in and for the state of Washington,  
residing at Stevenson therein.

THIS SPACE RESERVED FOR RECORDER'S USE:  
WITHIN  
R. J. Salomon  
Stevenson Wash.  
11:30 A June 22 65  
54  
Deed 268  
Evelyn O'Neal  
COUNTY CLERK  
BY S. Simmons DEPUTY

Filed for Record at Request of  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_