

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 6th day of November, 1972,
between SANDRA GAY CORDELL, a single woman,

hereinafter called the "seller," and **WILLIS G. GREEN and MARILYN J. GREEN,**
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:

The West one-half (W $\frac{1}{2}$) of the following described tract:

A tract of land located in the South Half of the Northeast Quarter (S½NE¼) of Section 22, Township 3 North, Range 10 E.W.M., described as follows: Beginning at a point S 89° 33' W 974.81 ft. from the quarter corner on the E line of the said Sec. 22; thence S 89° 33' W 56.32 ft.; thence N 00° 29' E 19 ft. to the initial point of the tract hereby described; thence N 00° 29' E 252 ft.; thence S 89° 33' W 130 ft.; thence S 00° 29' W 252 ft.; thence N 89° 33' E 130 ft. to the initial point, TOGETHER with an easement and right of way for access to the county road known and designated as the Sooter Rd., and subject to an easement and right of way for a water pipeline owned by E. R. Sooter and Henry J. Zilka.

The terms and conditions of this contract are as follows: The purchase price is One Thousand and no/100--
 (\$ 1,000.00) Dollars, of which

said purchase price shall be paid as follows: **Thirty Dollars (\$30.00) per month commencing on the 1st day of March, 1973, and a like amount on the 1st day of each and every month thereafter until both principal and interest have been paid in full; that from and after March 1, 1973, the unpaid principal shall bear interest at the rate of seven per cent (7%) per annum. From the date hereof until March 1, 1973, the unpaid principal hereunder shall bear interest at the rate of four per cent (4%) per annum.**

1706

No. **TRANSACTION EXCISE TAX**

DEC 18 1972

Amount Paid 10.00 less 10.00 penalty 0.00
 Skamania County Treasurer

Ry

All payments to be made hereunder shall be made at _____ or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be _____.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee 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 any debt or obligation, or if by the terms of this contract the purchaser is to be bound to pay any such debt or obligation, 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 and real estate insured to the actual cash value thereof against loss by damage by both fire and wind storm in a company acceptable to the seller and for the seller's benefit, as his interest 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 his assigns shall be held liable to any covenant respecting the condition of a.s. improvements thereon nor shall the purchaser claim or the assignee of the same be held to any covenant or agreement for alterations, improvements or repairs under the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of the 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 failure 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 preventing the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the repbuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance, after payment of the reasonable expense of securing the same shall be paid to the seller for rebuilding or replacement of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

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

- a. Printed general exceptions appearing in said policy form;

(6) If 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 upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) 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 statutory warranty deed to said real estate, excepting any part thereof heretaken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

None

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. 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 use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; 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.

(1) Upon seller's election to bring suit to enforce any payment due to it, the purchaser shall be deemed to have authorized the seller to file suit in any court of competent jurisdiction to enforce the purchase price of the goods and to make such judgment as the seller may deem proper in the event of a judgment in its favor, including the payment of costs and attorney's fees. Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Sanara Gay Cordell
Willis D. Brown (SEAL)
Marilyn J. Green (SEAL)

STATE OF WASHINGTON,

County of Thomaria

On this day personally appeared before me **SANDRA GAY CORDELL**, a single woman,
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that
she signed the same as her free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 6th day of November, 1972.

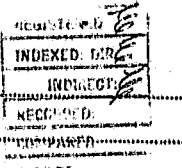
Shirley A. Little
Notary Public in and for the state of Washington,
residing at Steverson



TRANSAMERICA TITLE
INSURANCE COMPANY OF WASHINGTON

Filed for Record at Request of

Name.....
Address.....
City and State.....



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DATE 05-01-2014 BY 60322 UCBAW