

## REAL ESTATE CONTRACT

For Conveyed Property

THIS CONTRACT, made this 1st day of January, 1974, between

HENRY E. B. KORNMAN and JESSIE D. KORNMAN,  
husband and wife,

hereinafter called the "seller" and

BERRY L. LAKE and JANICE L. LAKE,  
husband and wife,

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, situated in Skamania County, Washington:

Lot 3 of WHISPERING HILLS RIVER ESTATES according to the official plat thereof on file and of record at page 130 of Book A of Plats, Record of Skamania County, Washington.

Free of encumbrances, except: Reservations and restrictive covenants prohibiting pollution of the waters of the Washougal River as more particularly set forth in a deed dated August 5, 1944, and recorded September 6, 1944, at page 183 of Book 30 of Deeds, under Auditor's File No. 33574, Records of Skamania County, Washington.

On the following terms and conditions: The purchase price is Two thousand Five Hundred and no/100ths - - - - - (\$ 2,500.00) dollars, of which Six Hundred Fifty and no/100ths - - - - - (\$ 650.00) 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 in the sum of One Thousand Eight Hundred Fifty and no/100ths (\$1,850.00) Dollars in monthly installments of Forty and no/100ths (\$40.00) Dollars, or more, commencing on the 1st day of February, 1973, and on the 1st day of each and every month thereafter until the full amount of the purchase price together with interest shall have been paid. The said monthly installments shall include interest at the rate of seven per-cent (7%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest then due.

No. 1278  
TRANSACTION EXCISE TAX

JAN 3 1974

Amount Paid RS. 55  
*Henry E. B. Kornman*

Skamania County Treasurer

The purchaser may enter into possession

January 1, 1974 *Berry L. Lake*

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

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 to the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and



deliver to the purchaser a warranty of title, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form policy when the purchaser shall have paid the down payment insuring the title to said property with liability the same as the above purchaser must be free from incumbrances except any which are assumed by the purchaser or as to which the conveyance is subject to a lien.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with the above condition or agreement hereof primarily at the time and in the manner hereinbefore set forth, the seller may declare all of the purchaser's rights hereunder terminated. Upon the termination of this contract, the seller shall be entitled to the return of all payments made hereunder, and all expenses incurred by the purchaser shall be paid by the seller. In the event of liquidated damages, and the seller shall have a right to re-enter and take possession of the premises, and the seller after such forfeiture shall conveyance as to the same to the purchaser, and the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expenses of searching the title for the purpose of such action, together with all costs and reasonable attorney's fees.

Service upon purchaser of all demands, notices or other papers with respect to his title and termination of purchaser's rights shall be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

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

Henry E. B. Korman

(Seal)

James R. Korman

(Seal)

Paul R. Korman

(Seal)

James L. Korman

(Seal)

STATE OF WASHINGTON

County of Pierce

In this City personally appeared before me Henry E. B. Korman and James R. Korman husband and wife, who are known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purposes therein mentioned.

GIVEN under my hand and official seal this

29th day of June 1953

Notary Public and for the State of Washington  
residing at P.O. Box 101

**Transamerica Title Insurance Co.**

A Service of  
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State

DATE OF RECORD	7/1/53
RECORD NO.	101
FILE NO.	101
BOOK NO.	42
PAGE NO.	10

ALL THE ABOVE-DESCRIBED PROPERTY IS HEREBY CONVEYED TO THE PURCHASER FREE OF ALL INCUMBRANCES EXCEPT THOSE SPECIFICALLY MENTIONED IN THE CONVEYANCE. THE SELLER AGREES TO FURNISH A TRANSAMERICA TITLE INSURANCE COMPANY STANDARD FORM POLICY WHEN THE PURCHASER SHALL HAVE PAID THE DOWN PAYMENT INSURING THE TITLE TO SAID PROPERTY WITH LIABILITY THE SAME AS THE ABOVE PURCHASER MUST BE FREE FROM INCUMBRANCES EXCEPT ANY WHICH ARE ASSUMED BY THE PURCHASER OR AS TO WHICH THE CONVEYANCE IS SUBJECT TO A LIEN.