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REAL ESTATE CONTRACT
(FORM A-1550)

THIS REAL ESTATE CONTRACT, made and entered into this 5th day of December, 1979, between LYLE E. CORNWALL and WILMA J. CORNWALL, husband and wife, hereinafter called the "seller," and GLENN ROBERT GEORGE, a single man, and KATHLEEN ARMSTRONG, a single woman, as joint tenants with right of survivorship, 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:

See Exhibit "A" attached hereto.

No. 7215
REAL ESTATE TRANSACTION EXCISE TAX
DEC 6 1979
Amount Paid $ 350.00
Skamania County Treasurer
By [illegible] Deputy

The terms and conditions of this contract are as follows: The purchase price is Thirty-five Thousand and No/100---------- $35,000.00 Dollars, of which Five Thousand and No/100---------- $ 5,000.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Three Hundred and No/100---------- $ 300.00 Dollars, or more at purchaser's option, on or before the 5th day of January 1980, and Three Hundred and No/100---------- $ 300.00 Dollars, or more at purchaser's option, on or before the 5th 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 5th day of December 1979, 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 Columbia Gorge Bank, Stevenson, Washington 98648 or at such other place as the seller may direct in writing.

Purchaser shall not sell, assign or hypothecate this contract or any interest hereunder or to the property herein described without the written approval and acceptance of the seller endorsed on the instrument of sale, assignment or hypothecation. The approval and acceptance by seller shall not be unreasonably withheld. Any attempted sale, assignment or hypothecation in violation of this provision shall be void and of no effect with respect to seller.

As referred to in this contract, "date of closing" shall be December 6, 1979.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as 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 or agreed to pay when due or to pay taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep any buildings now and hereafter placed on said real estate insured by the seller, as such value then appears, against loss or damage by both fire and windstorm, 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser rely upon any statement or representation not herein made. Any agreement or agreements for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or 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 and all 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 procuring the same shall be paid to the seller and applied as payment on the purchase price, or such portion thereof as the seller may elect; provided, however, that the seller shall not so elect to apply all or a portion of such condemnation award to the rebuilding 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 remaining after payment of the reasonable expense in procuring the same shall be applied to the restoration or rebuilding 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 hereof. Any surplus insurance proceeds not so required for the purposes stated shall belong to the purchaser.

(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 issued by a title insurance company, insuring the purchaser to the full amount of said purchase price against loss or 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 following:

a. Printed general exceptions appearing in said policy form.

b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereof the seller is to make subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other encumbrance which seller by assignment agrees to pay, but not exceptions for the purposes of this paragraph, (b) shall be deemed defects in seller's title.

If the seller fails to furnish said policy, or subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller agrees to pay, seller agrees to make such payments in accordance with the terms thereof and cure default, the purchaser may make the payments to make any necessary payments to prevent the default, and any payments so made shall be allowed to the purchaser upon the next payment or payments due the seller under this contract.

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(7) The seller agrees, upon receiving full payment of the purchase price and interest, as the covenant above specified, to execute and deliver to the purchaser a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken 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 connection 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 be entitled to immediate and full 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.

Service upon vendee 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 prepaid, 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 therewith as may be fixed by the court 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 so 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 undersigned have executed this instrument as of the day and year first written above.

Kyle E. Cornwall (SEAL)
KYLE E. CORNWALL

Wilma J. Cornwall (SEAL)
WILMA J. CORNWALL

Glenn Robert George (SEAL)
GLENN ROBERT GEORGE

Kathleen Armstrong (SEAL)
KATHLEEN ARMSTRONG

STATE OF WASHINGTON,
County of Skamania } ss.

On this day personally appeared before me KYLE E. CORNWALL and WILMA J. CORNWALL, husband and wife, to me known to be the individuals 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 uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of December, 1979.

Notary Public in and for the State of Washington
residing at Stevenson.

SAFECO TITLE INSURANCE COMPANY

SAFECO

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

THIS SPACE RESERVED FOR RECORDER'S USE

I HEREBY CERTIFY THAT THIS WITHIN INSTRUMENT OF WRITING WAS FILED BY Jan E. Fairbanks ON THE 6th DAY OF Dec. A.D. 1979 AT 2:15 O'CLOCK P.M. AND WAS RECORDED IN BOOK 77 OF Deeds AT PAGE 455 RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

BY Deputy

FEE $7.00

Unofficial Copy

90032

EXHIBIT "A"

A tract of land located in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at a point on the Westerly line of Russell Street in the Town of Stevenson, which is North 34° 30' West, a distance of 131.2 feet from the Northeast corner of Block 8 of the Town of Stevenson; thence South 55° 30' West, a distance of 100 feet to the true point of beginning of this description; thence South 34° 30' East, a distance of 25 feet; thence South 55° 30' West, a distance of 70.9 feet; thence South 87° 56' West, to the West line of the Shepard D.L.C.; thence North along said West line to the South line of Vancouver Avenue; thence in a Northerly direction along said Southerly right-of-way line, a distance of 63 feet, more or less, to the point where a parallel line, running North and South, and 63 feet distant from the West line of Shepard D.L.C., intersects the Southerly right-of-way line of Vancouver Avenue; thence South, parallel to the Westerly line of Shepard D.L.C., and 63 feet distant therefrom to a point that is North 87° 46' West from the true point of beginning; thence South 87° 46' East to the true point of beginning.

EXCEPT the West 3 feet thereof.

W & C
L.E.C.
L.R.M.
N.Q.

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