

REAL ESTATE CONTACT
1-800-271-1111

On December 1, 1972, the following persons were arrested and charged with the crime of first degree murder: JYLL E. CORNWALL, and WILSON J. CORNWALL, husband and wife, a married couple, and GLENN ROBERT GEORGE, a single man, and KATHLEEN ARMSTRONG, a single woman, as joint tenants with right of survivorship. The persons arrested are listed below:

[illegible]

See Exhibit "A" attached hereto.

7245
No. _____
TRANSACTION EXCISE TAX
DEC 6 1979
Amount Paid 350
Salem County District
by Wm. J. Hall

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

20. All payments to be made hereunder shall be made at
Columbia Gorge Bank, Steveston, Washington 98668
and deposited in the seller's name directly to the

Purchaser shall not sell, assign or hypothecate this contract or any interest hereunder or in the property here purchased without the written approval and acceptance of the seller. Interest in the instrument of sale, assignment or hypothecation. The consent 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 signing" shall be December 8, 1979

(1) To enforce, assume and agree to pay before, after, with or without suit and without regard to any set-off or counterclaim, any claim or demand for or on account of the purchase price of the real estate, and (2) by the terms of this contract, the purchaser has assumed payment of any receipts, checks or other instruments, or has assumed payment of or agreed to pay, or has agreed to pay, any taxes or assessments now or hereafter levied or assessed on the real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to hold the hardware and fixtures located on said premises, whether in the actual or sole use of agent, as collateral for both the purchase price and for the balance of any indebtedness payable to the seller and for the payment of the taxes and other charges thereon and to execute all necessary documents thereto to the extent

(C) The purchaser agrees that said real estate has been made and that neither the seller nor its assigns shall be held to any covenant respecting the condition or any improvements herein nor shall the purchaser or owner be bound by any covenants or agreement for alterations, improvements or repairs unless the alteration or agreement relied on is contained herein or is so attached to and made a part of this contract.

14. The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate. If the seller, the vendor, and the taking of said real estate or any part of it, not for public use, and agrees that the said 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 improvements covered remaining after payment of reasonable expenses of procuring the same shall remain the property of the seller. In case any part of said real estate is taken for public use to allow the purchaser to enjoy all the benefits of the same, the portion of the improvements covered remaining after payment of the purchase price shall be destroyed or destruction from a part insured against, the proceeds of such insurance, less paying after payment of the purchase price, shall be applied to the reconstruction of such improvements within a reasonable time. In case any part of said real estate is taken for public use, the proceeds of such insurance, less paying after payment of the purchase price, shall be applied to the reconstruction of such improvements within a reasonable time. In case any part of said real estate is taken for public use, the proceeds of such insurance, less paying after payment of the purchase price, shall be applied to the reconstruction of such improvements within a reasonable time.

(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 SAFFOLD Title Insurance Company, insuring the purchaser to the full amount of said purchase price, less liens or claim and 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:

14. If either party is held liable under a contract or contracts under which either party is purchasing and that estate, and any mortgage or other encumbrance, which shall be hereinafter agreed to pay, made or set aside for the purpose of this paragraph, (b) shall be deemed default in said estate.

(7) The seller agrees, upon receiving full payment of the purchase price and interest as the mortgage above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, containing 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:

Fulfillment

None

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on or at closing and to receive 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, or any illegal person. The purchaser covenants to provide 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.

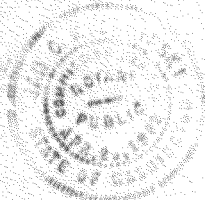
(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder, promptly at the time and in the manner herein provided, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon the doing so, all improvements, made by the purchaser, and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the purchaser shall be deemed to have accepted possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall constitute a waiver of any subsequent default.

Service upon a writ of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Marshal, postpaid, return receipt requested, directed to the purchaser at the address last known to the seller.

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

If the suit 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 part as attorney's fees and all costs and expenses incurred by the seller 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 cost shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties have executed this instrument and the foregoing written above.



STATE OF WASHINGTON
County of Pierce

Lyle E. Cornwall
LYLE E. CORNWALL

(SEAL)

Wilma J. Cornwall
WILMA J. CORNWALL

(SEAL)

Glenn Robert George
GLENN ROBERT GEORGE

(SEAL)

Kathleen Armstrong
KATHLEEN ARMSTRONG

(SEAL)

On this day personally appeared before me, LYLE E. CORNWALL and WILMA J. CORNWALL, husband and wife

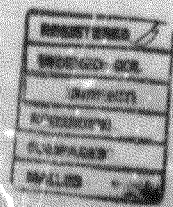
and with me, Glenn Robert George, a single man and with me, Kathleen Armstrong, a single woman, all of whom executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed.

Witness my hand and of Seal this 5th day of December, 1979
Notary Public in and for the State of Washington
Residing at Stevenson



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of



THIS PAGE WAS SUBMITTED BY ORDER OF THE

HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF RECORDING, FILED BY Jeff Robinson OF Stevenson AT 4:25 PM 12/5/79 WAS RECORDED IN BOOK 77 ON 12/5/79 AT PAGE 24 RECORD OF SHERIFF COUNTY, WASH. COUNTY ALBERTSON

NAME
ADDRESS
CITY AND STATE

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 $34^{\circ} 30'$ West, a distance of 131.2 feet from the Northeast corner of Block 8 of the Town of Stevenson; thence South $75^{\circ} 30'$ West, a distance of 100 feet to the true point of beginning of this description; thence South $34^{\circ} 30'$ East, a distance of 25 feet; thence South $55^{\circ} 30'$ West, a distance of 70.9 feet; thence South $87^{\circ} 56'$ 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 $87^{\circ} 46'$ West from the true point of beginning; thence South $87^{\circ} 46'$ East to the true point of beginning.

EXCEPT the West 3 feet thereof.

W.C.

L.C.C.

DR.B.

R.A.