

REAL PROPERTY CONTRACT  
DEED A-129

RECEIVED DEEDS & PLATTS, SEATTLE and recorded into this 5th day of December, 1979,

Sellers: LILA E. CORNWELL and WALTER J. CORNWELL, husband and wife,

Buyer(s) 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".

It is agreed 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 to:

Skamania

County, State of Washington

See Exhibit "A" attached hereto.

7245

No.

~~TRANS~~  
~~TAXES~~  
**ACTION EXCISE TAX**

B.D. 5 1979

Amount Paid \$ 350.00

Skamania County Treasurer  
By *[Signature]* *[Signature]*

Thirty-five Thousand and

\$35,000.00 Dollars, of which

\$5,000.00 Dollars have

The terms and conditions of this contract are as follows. The purchase price is

No/100-

Fifty Thousand and No/100  
being paid in full cash at the time of closing, and the balance of said purchase price shall be paid as follows:

Three Hundred and No/100

or more at purchaser's option, on or before the

5th day of January

and Three Hundred and No/100

\$ 300.00 1 Dollars

100,

\$ 300.00 1 Dollars

or more at purchaser's option, on or before the

5th day of the succeeding calendar month and the balance of said

purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of accumulated 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 monthly payment and the balance of each payment applied in reduction of principal.

All payments to be made at Columbia Gorge Bank, Stevenson, Washington 98645 or at such other place as the seller may direct.

Purchaser shall not sell, assign or hypothecate this contract or any interest hereunder or in the property herein described without the written approval and acceptance of the seller. If so used 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.

December 5, 1979

As referred to in this contract, "date of closing" shall be

(1) The purchaser assumes and agrees to pay before closing all taxes and assessments that may be levied against said property and/or fixtures or equipment that may be removed therefrom, or thereafter come into the possession of the purchaser but not before removal of any remaining fixtures or equipment, or (2) one year after the date of closing, whichever comes first, provided that the seller has received payment in full of all taxes and assessments levied against the property prior to the date of closing, or (3) if the seller has not received payment in full of all taxes and assessments levied against the property prior to the date of closing, the date of closing shall be delayed until the date when the seller has received payment in full of all taxes and assessments levied against the property.

(2) The purchaser agrees that until inspection of said real estate has been made and that condition of said real estate is acceptable to the seller, the seller shall be entitled to inspect the property at any reasonable time and for any reasonable purpose.

(3) The purchaser agrees that full inspection of said real estate has been made and that condition of said real estate is acceptable to the seller, the seller shall be entitled to inspect the property at any reasonable time and for any reasonable purpose.

(4) The purchaser agrees that if any damage or destruction of any improvements made on said real estate or fixtures or equipment occurs prior to the date of closing, the seller shall be entitled to deduct the amount of such damage or destruction from the purchase price, provided that the seller has given notice to the purchaser of such damage or destruction and the purchaser has failed to repair or replace the same. In case of damage or destruction from a party other than the seller, the seller shall be entitled to deduct the amount of such damage or destruction from the purchase price, provided that the seller has given notice to the purchaser of such damage or destruction and the purchaser has failed to repair or replace the same. In case of damage or destruction from a party other than the seller, the seller shall be entitled to deduct the amount of such damage or destruction from the purchase price, provided that the seller has given notice to the purchaser of such damage or destruction and the purchaser has failed to repair or replace the same.

(5) The seller has obtained, or agrees to obtain within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a certificate thereof, issued by AMERICA'S INSURANCE COMPANY, insuring the purchaser to the full amount of said purchase price, less amounts paid up by reason of defect in seller's title to said real estate as of the date of closing and containing no exclusions other than the following:

a. Preferred general liability insurance in standard policy form.

b. Liens on record which, by the terms of this contract, the seller is to assume, or to satisfy, the conveyance thereof to be made subject to and.

c. Any existing encumbrances upon said real estate at the time of purchasing said real estate, and any mortgage of a home-occupying, which, when so released, applies to new, non-of record, for the purposes of this contract, shall be deemed defects in seller's title.

d. Liability due to said real estate in respect to an existing covenant or agreement under which seller is liable to pay taxes on such property in accordance with the terms thereof, and any defects, or non-compliance with obligations which affect the real estate, which, when so released, applies to new, non-of record, for the purposes of this contract, shall be deemed defects in seller's title.

(2) The seller retains, other than payment of the purchase price and delivery on the ground above specified, so much in trust as to  
overhave a statutory warranty.

## Title C.I.L. Lien.

part thereof hereafter taken, for the sum, less or circumstances exceed any, that may attach after date of closing through any person other  
than the seller, and subject to the following:

None

(3) If no 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 building 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 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.

(4) 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, therefore from date  
of payment until repaid, shall be recoverable by purchaser on seller's demand, all without prejudice to any other right the seller might have by  
reason of such default.

(5) Time is of the essence of this contract, and it is agreed that in case I, the purchaser, shall fail to comply with any term or condition of  
agreement hereof or to make any payment required hereunder, voluntary or otherwise at the time and in the manner herein provided, the seller may elect to  
accelerate all of the purchaser's rights hereunder terminated, and gives ten days to all rights made as of the date of acceleration and all  
improvements placed upon the real estate shall be forfeited to the seller as follows: (a) all amounts paid by the seller for taxes, insurance and  
the possession of the real estate, and (b) recover by the seller of any deficit on the part of the purchaser shall be considered a service of any  
defective payment or default.

Service upon either of all demands, notices or other papers with respect to forfeiture and acceleration of payment or for notice by service  
by United States or postage pre-paid return receipt received, directed to the purchaser. Other address not known to the seller.

(6) Upon seller's failure to bring and to enforce any covenant of this contract, including but not limited to, to meet any payment required herein under  
the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which costs shall be  
paid by the seller and attorney's fees determined by such court.

(7) The seller shall and will do all acts necessary for the acceleration of the termination of this instrument, to cause title to transfer, and judgment to be recovered.  
The purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with the same, and also the reasonable  
cost of searching records to determine the existence of title at the place where it is claimed, which sum shall be included in any judgment  
or decree rendered in such suit.

I, WITNESS WHEREBY, the \_\_\_\_\_, having read the instrument, and of my free choice,

Lyle E. Cornwall

LYLE E. CORNWALL

(SEAL)

Wilma J. Cornwall

WILMA J. CORNWALL

(SEAL)

Kenn Robert Stoy

KENN ROBERT GEORGE

(SEAL)

Kathleen Armstrong

KATHLEEN ARMSTRONG

(SEAL)

STATE OF WASHINGTON

County of King

CONSIDERING THE FOREGOING AGREEMENTS, I and we, the undersigned, the wife and foregoing husband, do acknowledge that  
we have read and understood the terms and conditions of this instrument, and I acknowledge that

I, the \_\_\_\_\_, and the wife of

their

I, the undersigned, act as witness.

I, the undersigned, do hereby acknowledge and declare that

I am a citizen of the state of Washington.

I, the undersigned, do hereby acknowledge and declare that

I am a citizen of the state of Washington.

BREVISON.



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

SEARCHED
INDEXED
SERIALIZED
FILED

THIS SALES RECORD/NOTICE OF RECORD IS FOR USE  
IN THE STATE OF WASHINGTON  
INSTRUMENT OF RECORDING, INDEXING  
*Paul Relanale*  
OF *Wilma E. Cornwall*  
AT *King Co. 125-102*  
WAS RECEIVED IN BOOK *77*  
ON *12/12/1970* AT PAGE *55*  
REGISTRATION OF SEAL OR LIENBILITY, T. L. S.  
*Alfred E. Newland*  
RECORDED BY *Alfred E. Newland*

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. wgc

L.G.C.

LR. 2

X.A.