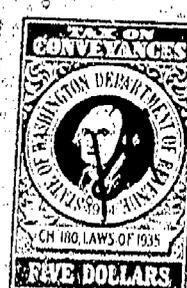


AFTER RECORDING RETURN TO:  
JOSEPH L. UDALL  
Attorney at Law  
P. O. Box 425  
White Salmon, WA 98672



COT 5808SK

# Rev  
85-50

1 87467

REAL ESTATE CONTRACT

BOOK 23

PAGE 353

2  
3  
4 THIS CONTRACT is made and entered into this 10<sup>th</sup> day of  
5 March, 1984, by and between the undersigned parties in  
6 consideration of the mutually beneficial terms and provisions  
7 hereof. It is now agreed as follows:

8 1. PARTIES. The parties to this Agreement are as follows:

9 A. JAMES H. CASSELL, a single person, hereinafter  
10 called "Seller".

11 B. PATRICIA LEE HANSEN, a single person, hereinafter  
12 called "Purchaser".

13 2. PROPERTY SOLD. Seller agrees to sell to the Purchaser,  
14 and the Purchaser agrees to purchase from the Seller, the  
15 following described real estate, with appurtenances, (hereinafter  
16 called "Property") located in Skamania County, Washington:

17 Lots 1, 2, 3 and 4 of the Cassell Short Plat I,  
18 recorded in Book 3 of Short Plats, at page 36,  
19 under Auditor's File No. 04791, records of  
20 Skamania County, Washington, being a short  
21 plat of a portion of the Southeast quarter of  
22 the Northwest quarter of Section 21, Township  
23 3 North, Range 10 East of the Willamette  
24 Meridian.

25 Subject to easements, reservations,  
26 restrictions, plat dedications, restrictive  
27 covenants, either of record or in apparent  
28 use, and future municipal district  
29 assessments, if any.

30 3. PRICE AND TERMS. The purchase price of the Property is  
31 \$80,000.00 of which \$16,000.00 including earnest money shall be  
32 paid down at the time of closing, and the balance of said  
purchase price shall be paid as follows:

A. Interest. The balance of the purchase price,  
\$64,000.00, shall bear interest at the rate of eleven (11%)  
percent per annum.

B. Payments. Monthly payments of principal and  
interest, due from the Purchaser to the Seller, shall be \$873.54.  
All payments shall be due on the 10th day of each month,  
commencing April 10, 1984.

C. Prepayment. Prepayment of the Purchaser's  
principal obligation shall be permitted. Any permitted  
prepayment shall be applied only upon final payments due  
hereunder, and shall not be prepayment of any interim monthly  
payments. In the event Purchaser elects to prepay any payments  
on this contract, such that Seller then becomes obligated to pay  
any prepayment penalties on any underlying obligation, the



REAL ESTATE CONTRACT = 1

HEAD WOLFE HANNAN MERCER  
ATTORNEYS AT LAW  
804 WEST EVERETT STREET, SUITE 200  
VANCOUVER, WASHINGTON 98101  
(206) 463-4761

1 Purchaser shall immediately pay any such prepayment penalties in  
2 addition to all other payments owed pursuant to this contract.

3 D. In addition to the foregoing monthly payments of  
4 principal and interest, Purchaser agrees to pay to Seller annual  
5 principal payments of \$4,000.00 per year on or before  
6 December 1st of each year, with said payments being made in 1984,  
7 1985, 1986, 1987, and 1988.

8 E. Payoff. On or before March 1, 1989, the Purchaser  
9 shall pay to the Seller, in its entirety, the then unpaid  
10 principal balance, together with all other sums, owed pursuant to  
11 the terms of this contract.

12 4. PLACE OF PAYMENTS. All payments to be made hereunder  
13 shall be made to Seller at 770 California Street, Apt. 308,  
14 San Francisco, California, 94108, or at such other place as  
15 Seller may direct in writing.

16 5. DATE OF CLOSING. As referred to in this contract, the  
17 "date of closing" shall be the date this Contract is recorded, or  
18 thirty (30) days after the date above, whichever first occurs.

19 6. PAYMENT OF TAXES AND ASSESSMENTS. The Purchaser assumes  
20 and agrees to pay before delinquency all taxes and assessments  
21 that may as between Seller and Purchaser hereafter become a lien  
22 on said real estate; and if by terms of this contract the  
23 Purchaser has assumed payment of any mortgage, contract or other  
24 encumbrance, or has assumed payment of or agreed to purchase  
25 subject to, any taxes or assessments now a lien on said real  
26 estate, the Purchaser agrees to pay the same before delinquency.

27 7. INSURANCE. The Purchaser agrees, until the purchase  
28 price is fully paid, to keep the buildings now and hereafter  
29 placed on said real estate, insured to the actual cash value  
30 thereof against loss or damage by both fire and windstorm and to  
31 maintain property owner's liability coverage, in a company  
32 acceptable to the Seller and for the Seller's benefit, as their  
33 interest may appear and to pay all premiums therefor and to  
34 deliver all policies and renewals thereof to the Seller. The  
35 Seller agrees that, in the event of any insured loss during the  
36 life of this contract, the Purchaser may, at Purchaser's option,  
37 use any insurance funds remaining after payment of reasonable  
38 expenses of procuring the same to diligently restore or  
39 reconstruct the improvements to substantially the same condition  
40 as existed prior to the loss; provided, however, that the  
41 Purchaser shall have the right to use the proceeds in this manner  
42 only if the Purchaser is not in default under this contract at  
43 the time of the loss and only if the Purchaser causes any  
44 insurance proceeds to be placed in a trust account or  
45 disbursement account, assuring the use of the funds for  
46 reconstruction or restoration as provided herein.

47 8. PURCHASER'S LIENS. The Purchaser agrees, until the  
48 purchase price is fully paid, not to permit any judgment liens or  
49 other liens of whatsoever nature, arising from any action or  
50 claim against the Purchaser, to remain on the property for more  
51 than thirty (30) days. In the event any such lien is placed upon  
52 the property, the Purchaser agrees to pay the underlying  
53 obligation giving rise to the lien, or to assume the  
54 responsibility for instituting the proper legal action to clear  
55 the lien. In the event of suit or other action by any lien  
56 holder to enforce or foreclose such a lien, the Purchaser agrees

1 to indemnify the Seller for all loss, costs or expense, including  
2 attorney's fees, incurred by the Seller in defending such suit or  
foreclosure action.

3 9. SELLER'S LIENS. The Seller agrees, until the purchase  
4 price is fully paid, not to permit any judgment liens or other  
5 liens of whatsoever nature, arising from any action or claim  
6 against the Seller, to remain on the property for more than  
7 thirty (30) days. In the event any such lien is placed upon the  
8 property, the Seller agrees to pay the underlying obligation  
9 giving rise to the lien, or to assume the responsibility for  
10 instituting the proper legal action to clear the lien, or to  
11 apply all payments thereafter received from Purchaser (net of any  
12 payments thereafter due from Seller on any senior underlying  
13 interest) to the partial satisfaction of such lien. In the event  
14 of suit or other action by any lien holder to enforce or  
15 foreclose such a lien, the Seller agrees to indemnify the  
16 Purchaser for all loss, costs or expense, including attorney's  
17 fees, incurred by the Purchaser in defending such suit or  
18 foreclosure action.

19 10. INSPECTION. The Purchaser agrees that full inspection  
20 of said real estate has been made and that neither the Seller nor  
21 his assigns shall be held to any covenant respecting the condi-  
22 tion of any improvements thereon nor shall the Purchaser or  
23 Seller or the assigns of either be held to any covenant or agree-  
24 ment for alterations, improvements or repairs unless the covenant  
25 or agreement relied on is contained herein or is in writing and  
26 attached to and made a part of this contract.

27 11. REGULATIONS AND ZONING: The Purchaser agrees that she  
28 has had an opportunity to review all Federal, State and local  
29 regulations, including but not limited to zoning regulations and  
30 regulations and standards affecting various permit applications,  
31 and the effect that such regulations and requirements may have on  
32 the above described property, including the effect of the same on  
any prospective intended use or uses.

12 12. ASSUMPTION OF RISK. The Purchaser assumes all hazards  
13 of damage to or destruction of any improvements now on said real  
14 estate or hereafter placed thereon, and of the taking of said  
15 real estate or any part thereof for public use; and agrees that  
16 no such damage, destruction or taking shall constitute a failure  
17 of consideration.

18 13. CONDEMNATION. In case any part of said real estate is  
19 taken for public use, the portion of the condemnation award  
20 remaining after payment of reasonable expenses of procuring the  
21 same shall be paid to the Seller and applied as payment on the  
22 purchase price; provided, however, that the Purchaser shall have  
23 the right to apply such condemnation award to the rebuilding or  
24 restoration of any improvement so taken as long as the Purchaser  
25 complies with the same terms and conditions as set forth for the  
26 similar use of an insurance award in the "Insurance" paragraph  
27 above.

28 14. TITLE INSURANCE: The Seller has delivered, or agrees to  
29 deliver, within fifteen (15) days of the date of closing, a  
30 Purchaser's policy of title insurance in standard form, or a  
31 commitment therefor, issued by Clark County Title Company  
32 insuring the Purchaser to the full amount of said purchase price  
against loss or damage by reason of defect in Seller's title to

1 said real estate as of the date of closing and containing no  
2 exceptions other than the following:

- 3 A. Printed general exceptions appearing in said  
policy form;
- 4 B. Liens or encumbrances which by the terms of this  
5 contract the Purchaser is to assume, or as to  
6 which the conveyance hereunder is to be made  
7 subject; and
- 8 C. Easements, covenants, restrictions and reservations  
of record;

9 15. NONASSIGNMENT: It is agreed that no right, title or  
interest to the property herein involved or to the contract here  
10 executed shall be assigned, given, sold or conveyed by Purchaser  
hereto without the express written consent of the Seller.  
11 Purchaser agrees to pay Seller's reasonable costs (including  
attorney's fees and credit-report fees) in evaluating any  
12 proposed sale or other assignment. The Seller agrees not to  
withhold consent to any sale or transfer to any buyer or other  
13 assignee who meets each of the following tests:

- 14 A. Is financially qualified and credit-worthy.
- 15 B. Acquires their interest subject to the terms and  
provisions of this Contract, which terms and provisions may be  
16 enforced by the Seller against any subsequent assignee.
- 17 C. Subordinates their interest in the property to the  
interest of the Seller, and expressly waives any right they might  
18 have to seek judgment, foreclosure, or other remedy against the  
Seller in the event of any breach or default by any party who is  
"beneath" the Seller in the chain of title.
- 19 D. Furnishes to the Seller an address for the sending  
(or serving) of any notices which the Seller may wish to send to  
20 (or serve upon) such subsequent assignee.
- 21 E. Agrees that any payments required pursuant to their  
transaction shall be made through any escrow or collection  
22 account established hereby.
- 23 F. Accepts, as modified terms to this contract, an  
increase in the interest rate to thirteen (13%) percent per annum  
24 and an increase in the monthly payment to such sum as is required  
by the increase in interest per month; as part of this increase  
25 in interest rate, the default interest rate, to apply in the  
event of any defaults subsequent to the sale or transfer, shall  
26 be increased from fourteen (14%) percent to eighteen (18%)  
percent.

27 16. DEED UPON PERFORMANCE: The Seller agrees, upon  
receiving full payment of the purchase price and interest in the  
28 manner above specified, and upon receiving all other payments or  
sums due to the Seller under this Contract, to execute and  
29 deliver to Purchaser a deed to said real estate, excepting any  
part thereof hereafter taken for public use, free of encumbrances  
30 except any that may attach after date of closing through any  
person other than the Seller, and subject to the following:  
31 easements, covenants, restrictions and reservations of record:  
32

1 17. POSSESSION AND USE. Unless a different date is provided  
 2 for herein, the Purchaser shall be entitled to possession of said  
 3 real estate on date of closing and to retain possession so long  
 4 as Purchaser is not in default hereunder. The Purchaser  
 5 covenants and agrees not to structurally alter, remove, or  
 6 demolish any buildings or any other improvements now located or  
 7 hereafter placed on the said real estate, and to keep such  
 8 buildings and improvements in good repair, and not to permit  
 9 waste of the property, and not to use (or permit the use of) the  
 10 real estate for any illegal purpose. The Purchaser covenants to  
 11 pay all service, installation or construction charges for water,  
 12 sewer, electricity, garbage or other utility services furnished  
 13 to said real estate after the date Purchaser is entitled to  
 14 possession.

15 18. SELLER'S RIGHT TO MAKE PAYMENTS. In case the Purchaser  
 16 fails to make any payment herein provided, including but not  
 17 limited to taxes, liens or assessments, or to maintain insurance  
 18 as herein required, the Seller may make such payment or effect  
 19 such insurance, and any amounts so paid by the Seller, together  
 20 with interest at the rate of fourteen (14%) percent per annum  
 21 thereon from the date of payment until repaid, shall be repayable  
 22 by Purchaser on Seller's demand, all without prejudice to any  
 23 other right the Seller might have by reason of such default.

24 19. DEFAULT AND REMEDIES. TIME IS OF THE ESSENCE IN THE  
 25 PERFORMANCE OF THIS AGREEMENT. If the Purchaser fails to make  
 26 any payment when due, or if the Purchaser fails to comply with or  
 27 perform any other condition or agreement hereof, the Seller may,  
 28 at Seller's option, exercise any one or more of the following  
 29 alternative remedies upon giving the Purchaser thirty (30) days  
 30 written notice specifying the default. The Purchaser may cure  
 31 the default within the notice period by performing the conditions  
 32 set forth therein. Seller need not elect between the following  
 remedies at the time of giving notice to the Purchaser of any  
 default, or at the time of instituting any suit or action on  
 account of such default, or at any time prior to the satisfaction  
 of a judgment entered in such suit or action. The Seller's  
 remedies shall be:

33 A. Suit for Delinquencies. Seller may institute suit  
 34 for any installments or other sums then due and payable under  
 35 this contract, together with interest thereon at the rate of  
 36 fourteen (14%) percent per annum from the date each such item was  
 37 due from the Purchaser or advanced by the Seller. Purchaser's  
 38 covenant to pay any installment or any other payments due under  
 39 this contract are independent of the Seller's covenant to give a  
 40 deed.

41 B. Acceleration. Seller may declare the entire unpaid  
 42 balance of the purchase price, together with any other sums then  
 43 due and payable under this contract, to be immediately due and  
 44 payable, and the Seller may then institute suit to collect such  
 45 amounts, together with interest thereon at the rate of fourteen  
 46 (14%) percent per annum from date of Purchaser's default.  
 47 Payment by Purchaser of any judgment obtained by Seller pursuant  
 48 to this paragraph shall be a condition precedent to the delivery  
 49 of a deed to said property by Seller, or by the escrow agent, if  
 50 any.

51 C. Forfeiture. Seller may elect to declare a  
 52 forfeiture of and cancellation of this contract and; upon such  
 election being made, all rights of Purchaser hereunder shall

1 cease and terminate and Seller shall be entitled to take  
 2 possession of the property, including all improvements then  
 3 appertaining, and all payments made by Purchaser hereunder shall  
 4 be retained by Seller in liquidation of all damages sustained by  
 5 said default. At the end of said notice period, Seller may enter  
 6 into the property and take possession thereof and Purchaser shall  
 7 immediately surrender possession.

8 D. Specific Performance. Seller may institute suit to  
 9 specifically enforce any of the Purchaser's covenants hereunder.

10 20. WAIVER. The failure of Seller to elect to pursue any of  
 11 the remedies set forth in the "Default and Remedies" paragraph  
 12 following any breach or default by the Purchaser shall be deemed  
 13 only an indulgence by the Seller with regard to that particular  
 14 breach; such failure shall not be construed, in any manner  
 15 whatsoever, to be a waiver of the Seller's right to pursue any of  
 16 Seller's remedies in the event of another breach or default at a  
 17 subsequent time. Any delay by the Seller in sending notice or  
 18 taking other action upon the Purchaser's default shall not be  
 19 construed as a waiver of said default, as long as notice or other  
 20 action is instituted prior to the Purchaser otherwise curing such  
 21 default. Further, should Purchaser pay to Seller an amount less  
 22 than all sums required to cure defaults, including costs,  
 23 Seller's acceptance of such sums shall not be deemed to be either  
 24 a waiver of the defaults or a reinstatement of the contract; such  
 25 sums shall be retained by the Seller as liquidated damages if the  
 26 Seller declares a forfeiture, and shall be retained and applied  
 27 against Purchaser's obligation if the Seller asserts any other  
 28 remedy.

29 21. NOTICES. Any notice, declaration, demand or communica-  
 30 tion to be given by any party to this contract to any other party  
 31 shall be in writing and transmitted to the other party by either  
 32 personally delivering the notice or by certified or registered  
 mail, return receipt requested, addressed as follows:

To Purchaser: 17038 Glenburn Avenue  
 Torrance, CA 90504

To Seller: 770 California Street, Apt. 308  
 San Francisco, CA 94108

Any party may change its address by giving written notice to the  
 other parties in the manner provided above, provided that in no  
 event shall Seller be required to send any notice to more than  
 one (1) addressee. The mailing and registering or certifying of  
 any such notice as herein provided shall be sufficient service  
 thereof. Service shall be complete when such notice is  
 registered or certified and placed in the United States mail as  
 shown by the cancellation stamp or postage meter stamp, as the  
 case may be.

22. ATTORNEY'S FEES AND COSTS. In the event of any default  
 of any of the terms of this agreement, and in the event of the  
 bringing of any suit or action with respect to any default, or to  
 enforce any of the terms, the prevailing or non-breaching party  
 shall be entitled to recover, in addition to statutory costs, all  
 reasonable costs and attorney's fees incurred in connection with  
 such suit or action. Purchaser further agrees to pay the reason-  
 able costs, including attorney's fees, incurred by the Seller, or  
 assigns, for preparing and serving notices of forfeiture, or of  
 intention to declare forfeiture, in the event of default on the

1 part of Purchaser. Purchaser further agrees to pay the reason-  
2 able costs of searching records to determine the condition of  
3 title, in the event that the Seller, after any default by the  
4 Purchaser, undertakes such a search in preparation for the  
5 bringing of any suit or action, or instituting forfeiture  
6 provisions.

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

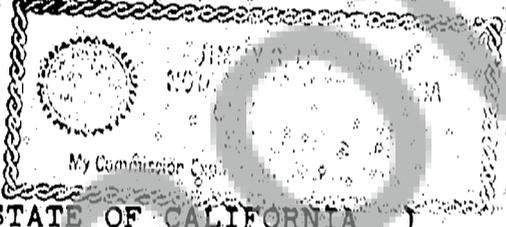
9 SELLER:  
10 James H. Cassell  
11 JAMES H. CASSELL

PURCHASER:  
12 Patricia Lee Hansen  
13 PATRICIA LEE HANSEN

14 STATE OF CALIFORNIA )  
15 ) ss.  
16 COUNTY OF San Francisco

17 THIS IS TO CERTIFY that on this day personally appeared  
18 before me, JAMES H. CASSELL, a single person, to me known to be  
19 the individual described in and who executed the within and  
20 foregoing instrument and acknowledged that he signed the same as  
21 his free and voluntary act and deed, for the uses and purposes  
22 therein mentioned.

23 GIVEN under my hand and official seal this 20th day of  
24 March, 1984.

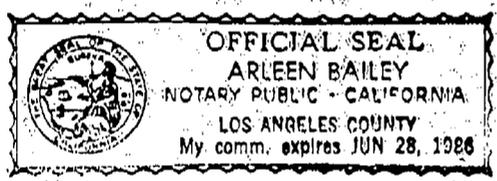


James H. Cassell  
Notary Public in and for the  
State of California, residing  
at San Francisco, CA.

25 STATE OF CALIFORNIA )  
26 ) ss.  
27 COUNTY OF Los Angeles

28 THIS IS TO CERTIFY that on this day personally appeared  
29 before me, PATRICIA LEE HANSEN, a single person, to me known to  
30 be the individual described in and who executed the within and  
31 foregoing instrument and acknowledged that she signed the same as  
32 her free and voluntary act and deed, for the uses and purposes  
therein mentioned.

GIVEN under my hand and official seal this 23rd day of  
March, 1984.



Arleen Bailey  
Notary Public in and for the  
State of California, residing  
at Lomita, California

No. 9759  
TRANSACTION EXCISE TAX:

APR 20 1984  
Amount Paid 856.00  
4 17.12  
Shasta County Treasurer  
By [Signature]

REAL ESTATE CONTRACT - 7

READ, WOLFE, HANNAN, MERCER  
ATTORNEYS-AT-LAW  
604 WEST EVERGREEN BOULEVARD  
POST OFFICE BOX 61305  
VANCOUVER, WASHINGTON, 98666  
(206) 693-4791