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RE-FILE	E E	AUDITOR.		
		EL HY BURE	LPB-4	: ·
ANY OPTIONAL	PROVISION NO	OT INITIALED BY ALL PERS	SONS SIGNING THIS CONTRACT -	-
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or an experience of the contract of the contra	MITACI DLING	REAL ESTATE CONTR.	АСТ	
SK-14437/ES468	001_00	(RESIDENTIAL SHORT F	ORM)	
02-07-21-1-2-02	.01-00			
1. PARTIES A	ND DATE. This C	ontract is entered into on	MARCH ZU 1987	<u> </u>
betweenM	ICHAEL J. MC K	ENZIE AND SHARON BRAYNE,	HUSBAND AND WIFE	
		ZIE AND MARLEA MC KENZIE		and 🗸
AND DOOR	1, 10 32			<u>.</u>
			AND WIFF as "Bu	ver"
W. WILS	ON GODWIN AND	SALLY K. GODWIN, HUSBAND	AND HILL	
2. SALEAND	LEGAL DESCRIF bed real estate in	SKAMANIA	er and Buyer agrees to purchase from Selle County, State of Washingto	n:
		C. IN THE NORTHWEST QU	ARTER OF SECTION 21, TOWNSHIP	2 NORTH,
			R ROAD AND THE NORTH RIGHT OF 202.06 FEET AND EAST 1,930.50	
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05° 37' EAST 80 FE		· ·		1.4
3. PERSONA	L PROPERTY. Pe	rsonal property, if any, included	in the sale is as follows.	
No part of the	purchase price is a	ttributed to personal property.	A CONTRACTOR OF THE PROPERTY O	
4. (a)	PRICE. Buyer	agrees to pay: 28,000,00	Total Price	
	Less (\$	5.000.00)	Down Payment Assumed Obligation (s)	
	Less (\$ Results in \$	27 020 00	Amount Financed by Seller.	umina .
(b)	ACCUMED ORI	IGATIONS. Buyer agrees to pay	the above Assumed Obligation(s) by assdated recor	ded as
Registered S	AF#	(Morigage Decolof True Seller W	dated record arrants the unpaid balance of said obligated on or	tion is before
Indexed, the S	\$ the	which is payable	J	
Filance 5-15-87	% per	annum on the declining balance	thereof; and a like amount on or before thereafter until paid in full.	סוב נווב
15 to 15-26:87		of each and every	Luist those is an early cash out date.	UE IN
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BOOK 105 PAGE 117

(0)	PAYMENT OF AMOUNT FINANCED BY SELLER. SEE ATTACHED "EXHIBIT A"
(c)	PAYMENT OF AMOUNT PROJECT BY SEEDER
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FULL NO	OT LATER THAN

Payments are applied first to interest and then to principal. Payments shall be made at Rainier Bank, P.O. Box 689, Vancouver, MA 98666 or such other place as the Seller may hereafter indicate in writing.

5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in

That certain REAL ESTATE CONTRACTION JAN. 21, 1987 , recorded as AF # 102561

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions of Paragraph 8.

(c) FAILURE OF SELLER TOMAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

7. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

- 8. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.
- 9. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.
- 10. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) or (c) has been consented to by Buyer in writing.
- 11. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or Narch 20, 19 87, whichever is later, subject to any tenancies described in Paragraph 7.

BOOK 104 PAGE 591.
BOOK 105 PAGE 120

" EXHIBIT A"

PAYMENT OF AMOUNT FINANCED BY SELLER:

THE BALANCE OF \$23,000.00 SHALL BE PAID AS FOLLOWS: INTEREST ONLY AT 10% PER ANNUM PAID EACH MONTH UNTIL JULY 15, 1987, AT WHICH TIME \$10,000.00 WILL BE PAID ON THE PRINCIPAL AND THE BALANCE OF \$13,000.00 THEN TO BE AMORTIZED OVER FIVE YEARS AT 10% PER ANNUM, WITH PRINCIPAL AND INTEREST PAYMENTS TO BE \$276.21 PER MONTH UNTIL PAID.

SAID MONTHLY PAYMENTS TO COMMENCE ON AUGUST 15, 1987, AND CONTINUE ON THE SAME DAY OF THE MONTH FOR EACH AND EVERY MONTH THEREAFTER UNTIL THE ENTIRE UNPAID BALANCE IS PAID IN FULL.

THERE SHALL BE A LATE PAYMENT CHARGE OF \$10.00 ON EVERY PAYMENT MADE MORE THAN 10 DAYS AFTER THE DUE DATE THEREOF.

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BOOK 165 PAGE 553

- 12. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space. Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
- 13. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substanially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the resortation contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.
- 14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
- 15. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.
- RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.
- 17. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.
- 18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.
- 19. CONDEMNATION. Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
- 20. DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:
 - (a) Suit for Installments. Sue for any delinquent periodic payment; or
- (b) Specific Performance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
- (c) Forfeit Buyer's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
- (d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.
- 21. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property. Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

BOOK 104 PAGE 593 BOOK 105 PAGE 122

- 22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
- 23. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
- 24. ATTORNEYS' FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

25. NOTICES Notices shall be either person	onally served or shall be s	ent certified mail, return	receipt requested and
by regular first class mail to Buyer atP_	O. SOX 14, SOLCI	HOUREVILLE, WY 950	39
	- Dr		and to Seller at
3496 N.F. 97th Ave., Va	ncouver, MA 98662		
or such other addresses as either party may sp served or mailed. Notice to Seller shall also	pecify in writing to the ot be sent to any institution	her party. Notices shall b n receiving payments on	e deemed given when the Contract.
26. TIME FOR PERFORMANCE. Time Contract.	is of the essence in per	formance of any obligat	ions pursuant to this
27. SUCCESSORS AND ASSIGNS. Subjeshall be binding on the heirs, successors and			sions of this Contract
28. OPTIONAL PROVISION SUBS may substitute for any personal property spec Buyer owns free and clear of any encumbranc specified in Paragraph 3 and future substitute the Uniform Commercial Code reflecting su	ified in Paragraph 3 here es. Buyer hereby grants S ons for such property and	in other personal propert celler a security interest in	y of like nature which
SELLER	INITIALS:	BU	YER
	- 1		
 OPTIONAL PROVISION ALTE improvements on the property without tunreasonably withheld. 	ERATIONS. Buyer shal the prior written cons	l not make any substant ent of Seller, which c	tial alteration to the consent will not be
SELLER	INITIALS:	BU	YER
			
30. OPTIONAL PROVISION DUE OF	N SALE. If Buyer, withou	twritten consent of Selle	r.(a)conveys (h)sells
(c) leases, (d) assigns, (e) contracts to convey, so forfeiture or foreclosure or trustee or sheriffs: may at any time thereafter either raise the inbalance of the purchase price due and payab any transfer or successive transfers in the na capital stock shall enable Seller to take the about transfer to a spouse or child of Buyer, a transfer inheritance will not enable Seller to take any condemnor agrees in writing that the provision property entered into by the transferce.	tell, lease or assign, (f) grassale of any of the Buyer's neest rate on the balance. If one or more of the cuture of items (a) throughove action. A lease of lesser incident to a marriage caction pursuant to this P	ints an option to buy the pinterest in the property of ce of the purchase price entities comprising the Bond (g) above of 49% or mothan 3 years (including of dissolution or condemna aragraph; provided the trees.	property, (g) permits a or this Contract, Seller or declare the entire uyer is a corporation, ore of the outstanding ptions for renewals), a tion, and a transfer by ransferee other than a
SELLER	INITIALS:	BU	YER
			· · · · · · · · · · · · · · · · · · ·
31. OPTIONAL PROVISION PRE-I elects to make payments in excess of the mi because of such prepayments, incurs prepay Seller the amount of such penalties in additional control of the such penalties in the such penaltie	nimum required payme ment penalties on prior	ents on the purchase pri- encumbrances, Buyer ag	ce herein, and Seller,
SELLER	INITIALS:	·	YER

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BOOK 105 PAGE 123

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32. OPTIONAL PROVISION PERIO	DIC PAYMENTS ON TAXES	SAND INSURANCE. In addition to the
periodic payments on the purchase price. assessments and fire insurance premium as w	Buyer agrees to pay Sciler sur	ant due during the current year based on
assessments and fire insurance premium as w	and approximately total the anio	millione anima.
Seller's reasonable estimate.		
The payments during the current year shall	be \$	perper due all saal estate taxes and
o tu "	ant accrue interest. Seller still	I Day Whell due all leaf estate taxes and
reserve account in April of each year to reflect	to at the time of adjustment	Changed costs. Day of agree
reserve account balance to a minimum of \$		DUVED
SELLER	INITIALS:	BUYER
33. ADDENDA. Any addenda attached	hereto are a part of this Contr	act.
33. ADDENDA. Any addenda attached		ant of the parties and supercedes all prior
34. ENTIREAGREEMENT. This Contra agreements and understandings, written or	act constitutes the entire agreen	nent of the parties and supercedes all prior
	orai. This Contract may be an	iciaca omi in mumig and
and Buyer.		al day and was first above written
IN WITNESS WHEREOF the parties have	e signed and sealed this Contr	act the day and year first above withch.
// selver		BUYER
6-10-12	11111	
NI CHAEL J. MC KENZAL	i William	ON GODWIN .
MICHAEL J. MCGRENZAL	w., wils	1. Godwin
Secretary Transfer	SALLY	GODWIN
SHARON L. BRAYNE	- 4	
DOUGLAS P. MC KENZIE		
Master Mixensie		
MARLEA MC KENZIE		
	- A A .	SAFECO
STATE OF WASHINGTON, ss.	_ 7 . 7	SALECU
County of SKAMANIA	= NO VEN	ITLE AND
On this day personally appeared before	ore me DOUGLAS P. MC KEN	VZIL AND
MARLEA MC KENZIE		
MARLEA B. MC KLIVETE		A
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to me known to be the individual S des	cribed in and who executed the	within and toregoing mattument and
THEY si	ioned the same as THEIR	free and voluntary act and deed for
at kilowite age		
the purposes therein mentions.	my hand and official scal this_	18TH day of MARCH 19_87
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	MY COMMISSION	EXPIRES: 2/23/9/
Notary Publice in wat	The second second second second	ding at 10130N
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BOOK 104 PAGE 595 BOOK 105 PAGE 124

REAL ESTATE EXCISETAX

PAID 299.60

SKAMANIA COUNTY TREASURER

STATE OF WASHINGTON }	STATE OF WASHINGTON }
COUNTY OF SKAMANIA ss.	COUNTY OF
On this day personally appeared before me	On this day of,19
BRAYNE to me know to be the individual described in and who executed the within and foregoing instrument, and acknowledged that THEY	before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
signed the same as THEIR	and
free and voluntary act and deed, for the uses and purposes therein mentioned.	to me known to be the President and Secretary, respectively, of
this 18TH day of MARCH 19 87 Notary Public in and for the State of Washington, residing at MARCH	the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument. Witness my hand and official seal hereto affixed the day and year first above written.
My Commission expires $\frac{2/23/91}{2}$	Notary Public in and for the State of Washington, residing at
	My Commission expires on
	BOOK PAGE