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1201 MAIN ST • VANCCUVER WA 98660 • (206) 694-1722 NIGHT OVIL LINE (206) 694-4783

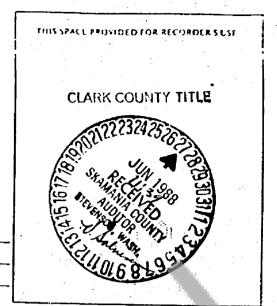
FILED FOR RECORD AT REQUEST OF

CCT 16308 CF

Inches & Friend Marked

WHEN RECORDED RETURN TO

Name Clifford W. Ralph and Vivian Y. Ralph
Address 2327 N.E. 31st
City. State. Zip Portland, Oregon 97212



LPB-44

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT -- WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT -- IS NOT A PART OF THIS CONTRACT.

REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

1. PARTIES AND DATE. This Contract is entered into on JUNE 23, 1988

CLIFFORD W. RALPH AND VIVIAN Y. RALPH, husband and wife and CLIFFORD

W. RALPH AND VIVIAN Y. RALPH, husband and wife and CHRISTINE J. MATHIS; as her separate estate, as joint tenants, with right of survivorshipeller and and not as tenants in common as to LOT 17

JAMES A. BARKES AND JUDITH A. BARKES, husband and wife

2 SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in _____ SKAMANIA ______ County, State of Washington:

Lots 14, 15, 16, & 17, Block 1, RIVER GLEN ON THE WASHOUGAL, according to the plat thereof, recorded in Book "A", page 132, records of Skamania County, Washington

3, PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

NONE 12095
REALESTATE EXCISE TAX

.) Down Payment

No part of the purchase price is attributed to personal property.

4. (a) PRICE. Buyer agrees to pay:

\$\frac{85,000.00}{40,000.00}\$ Total Price

Less

(b)

PAID 11.37.00

J.J. Diggst

.) Assumed Obligation (s) Results in S. 45,000.00 Amount Financed by Seller. ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed and agreeing to pay that certain. bligation(s) by assuming Ň/A N/A

More representation to a control dated

Seller warrants the unpaid balance of said obligation is
N/A

on or before _dated-___N/A which is payable\$_ the N/A day of N/A . 19_ interest at the rate of % per annum on the declining balance thereof; and a like amount on or before the day of each and every N/A thereafter until paid in full.

Note: Fill in the date in the following two tines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN

FULL NOT LATER THAN N/A 19

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

		Buyer agrees to pay the sum of 5 45,000.00
		5 500.00 or more at buyer's option on or before the 27th day of JULY
	•	declining balance thereof; and a like amount or more on or before the 27th day of each and week
		Note: Fill in the data in the Call
	NOTWITHST FULL NOT L	TER THAN June 27, 19 93
		at 2327 N.E. 31st, Portland, Oregon 97212
	within fifteen (and costs assess any remedy by the Seller for the an	or such other place as the Seller may hereafter indicate in writing. E TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments gation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) days. Seller will make the payment(s), together with any late charge, additional interest, penalties, d by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of ne holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse ount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs ees incurred by Seller in connection with making such payment.
	6. (a) OBLIGATION (a) hereunder the full:	TIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received obligation, which obligation must be paid in full when Buyer pays the purchase price in
	That certain	None dated N/A recorded as AF # N/A
((((equal to the bala encumbrances a make no further provisions of Pa	OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes notes owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the tragraph 8
o c p ti e p	payments within and costs assessed fany remedy by of the amount so payments next be here occasions, incumbrance and purchase price a	FOF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent 15 days. Buyer will make the payments together with any late charge, additional interest, penalties, the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise paid and any attorneys fees and costs incurred by Buyer in connection with the delinquency from coming due Seller on the purchase price. In the event Buyer makes such delinquent payments on Buyer shall have the right to make all payments due thereafter direct to the holder of such prior id deduct the then balance owing on such prior encumbrance from the then balance owing on the such payments become due.
7 is	OTHER I	NCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances lowing listed tenancies, easements, restrictions and reservations in addition to the obligations r and the obligations being paid by Seller:
1 . Qı 2 .		ded interest in all oil, gas and other minerals conveyed to Prindle Mountain by deed recorded July 29, 1966 at page 157, Book 56 Auditor's File No. 67253. as shown on the recorded plat.
3.	Covenants File No.	conditions and restrictions imposed by instrument recorded under Auditor's
4.	Any quest River	on that may arise due to shifting or change in the course of the Washougal
5,	Rights of lying in	the State of Washington in and to that portion of said premises, if any he bed of the Washougal River, if it is navigable.
er:	NY ADDITION FULFILLN arranty Deed incumbrances as	AL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM. ENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any umed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or er than the Seller herein. Any personal property included in the sale shall be included in the
9. Bu ad du	LATE CHA uyer agrees to pa Idition to all oth te shall be appl	RGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, y a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in remedies available to Seller and the first amounts received from Buyer after such late charges are do to the late charges.
l0 īū	NO ADVEI or cause in any pro or (c) has been	SE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will or encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), consented to by Buyer in writing.
l. or. oa	POSSESSIC June - 2 ragraph 7:	N. Buyer is entitled to possession of the property from and after the date of this Contract, 19 88 whichever is later, subject to any tenancies described in

- 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.
- 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.
- 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.
- 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.
- 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.
- 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
- 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.
- DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, 20, 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
- 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

- 22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller tails 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.

		<u> </u>		and to Seller's
2327 N.	E. 31st, Portland,	Oregon 97212		
or such other addresses as eith erved or mailed. Notice to Se	er party may specify in w Her shall also be sent to	riting to the other pa	irly. Notices shall be de	emed given whe
26. TIME FOR PERFORM	IANCE. Time is of the	essence in performa	nce of any obligation	s pursuant to th
27. SUCCESSORS AND AS thall be binding on the heirs.	SSIGNS. Subject to any r successors and assigns o	estrictions against as of the Seller and the	signment, the provision	ns of this Contra
8. OPTIONAL PROVISI	ON SUBSTITUTIO	MAND SECTION	CON DEDCOMA . DO	OBERTS 6
Buyer owns free and clear of an persona pecified in Paragraph 3 and fu he Uniform Commercial Cod	property specified in Pa y encumbrances. Buyer I ture substitutions for the	ragraph 3 herein oth hereby grants Seller a	er personal property of	like nature whic
SELLER	IMF	nals:	BUYE	3
	N/.	A	-	-
O OPTIONAL PROVISI				
			and the second second	
SELLER	INI	TIALS:	BUYER	
SELLER	INIT		BUYER	
	N/A	- (37	
OPTIONAL PROVISION	N/A	Duyar wishan)	
SELLER OPTIONAL PROVISION c) leases, (d) assigns, (e) contra orfeiture or foreclosure or trust nay at any time thereafter either alance of the purchase price of ny transfer or successive trans apital stock shall enable Seller transfer to a spouse or child of Benheritance will not enable Seller ondemnor agrees in writing the roperty entered into by the trans	on DUEON SALE IS cts to convey, sell, lease of see or sheriff's sale of any ser raise the interest rate lue and payable. If one of sfers in the nature of iteration to take the above action, buyer, a transfer incident er to take any action pursat the provisions of the	Buyer, without written assign, (f) grants and of the Buyer's interest on the balance of the entities ms (a) through (g) all A lease of less than 3 to a marriage dissolution	option to buy the prop st in the property or thi he purchase price or comprising the Buyer nove of 49% or more of years (including option tion or condemnation.	conveys (h) sell- erty, (g) permits s Contract, Selle leclare the entir is a corporation f the outstandin is for renewals), and a transfer b
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OPTIONAL PROVISIONS) leases, (d) assigns, (e) contra or feiture or foreclosure or trust hay at any time thereafter eith alance of the purchase price of my transfer or successive transpital stock shall enable Seller ansfer to a spouse or child of Banberitance will not enable Seller ondemnor agrees in writing the roperty entered into by the transport of the seller or the seller o	on DUEON SALE IS cts to convey, sell, lease of the interest rate line and payable. If one of sfers in the nature of item to take the above action, buyer, a transfer incident er to take any action pursuat the provisions of this painsferee. INIT	Buyer, without writter assign, (f) grants and of the Buyer's interest on the balance of the entities ms (a) through (g) all A lease of less than 3 to a marriage dissolution and the paragraph apply to an arrange apply to a arrange appl	option to buy the property or this the property or this he purchase price or to comprising the Buyer nove of 49% or more or years (including option tion or condemnation, ph; provided the transmy subsequent transactions and the property subsequent transactions.	conveys (h) sellerty. (g) permits a Contract. Selle feclare the entire is a corporation of the outstanding for renewals), and a transfer before other than ion involving the NCES. If Buyer

periodic payments on the purchase price. Be assessments and fire insurance premium as we Seiler's reasonable estimate.	uyer agrees to pay Seiler such portion of the real estate taxes and Il approximately total the amount due during the current year based on
. magiance premiums, if any, and debit the am	of accrue interest. Seller shall pay when due all real estate taxes and ounts so paid to the reserve account. Buyer and Seller shall adjust the excess or deficit balances and changed costs. Buyer agrees to bring the
SELLER	INITIALS: BUYER
33. ADDENDA. Any addenda attached he	ereto are a part of this Contract
34. ENTIRE AGREEMENT This Contract	constitutes the entire agreement of the parties and supercedes all prior al. This Contract may be amended only in writing executed by Seller
IN WITNESS WHEREOF the parties have si	gned and sealed this Contract the day and year first above written.
SELLER	BUYER
Clifford W. Ralph	James A. Barkes
Vivian Y. Ralph Nalx	Judith A. Barkes
Christine S. Mathis	
TORCHASER TO TAT TAKES A	ND INSURANCE SEPARATELY AND TIMELY
STATE OF WASHINGTON }.	STATE OF WASHINGTON)
On this day personally appeared before me	COUNTY OF
Christine J. Mathis, James A.	On this day of
Barkes and Judith A. Barkes to me know to be the individual described in	before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally
instrument, and acknowledged that	appeared
signed the same as their	and
free and voluntary act and deed, for the uses	to me known to be the President and Secretary,
and purposes therein mentioned.	respectively, of
GIVEN under my hand and official seal	the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act
Jay 87 June 19 88	and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument.
Notary Public in Rad for the State of Washington, residing at Battle Ground	Witness my hand and official seal hereto affixed the day and year first above written.
My Commission expires 2/1/90	Major Dubl
	Notary Public in and for the State of Washington, residing at
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201 MAN ST + VANCOUVER VIA 93610 + (206) 694 1772 - LIGHT CVALUNE (206) 694 4783

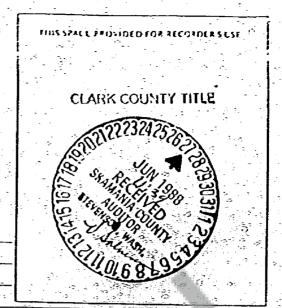
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CCT 16308 CF

In. S. Incircus S. Fritzedo Maried

WHEN RECORDED RETURN TO

Name Clifford W. Ralph and Vivian Y. Ralph
Address 2327 N.E. 31st
City. State, Zip Portland, Oregon 97212



I PR-4

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - - WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - - IS NOT A PART OF THIS CONTRACT.

REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

1. PARTIES AND DATE. This Contract is entered into on JUNE 23, 1988

between __CLIFFORD W. RALPH AND VIVIAN Y. RALPH, husband and wife and CLIFFORD

W. RALPH AND VIVIAN Y. RALPH, husband and wife and CHRISTINE J. MATHIS, as her separate estate, as joint tenants, with right of survivorshipeller and not as tenants in common as to LOT 17

JAMES A. BARKES AND JUDITH A. BARKES, husband and wife

2 SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the SKAMANIA County, State of Washington:

Lots 14, 15, 16, & 17, Block 1, RIVER GLEN ON THE WASHOUGAL, according to the plat thereof, recorded in Book "A", page 132, records of Skamania County, Washington

PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

12095 REALESTATE EXCISE TAX

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No part of the purchase price is attributed to personal property.

PRICE. Buyer agrees to pay:

\$ 85,000.00

Less (\$ 40,000.00

Less (\$

(b)

Total Price
Down Payment

PAID 1137,00

Results in S 45,000.00 Assumed Obligation (s)
ASSUMED OBLIGATIONS Ruyer acceptance Amount Financed by Seller.

ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain N/A dated N/A recorded as AF# N/A which is payableS N/A on or before the day of N/A 19 N/A interest at the rate of the certain of of the certai

ger annum on the declining balance thereof; and a like amount on or before the

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN

FULL NOT LATER THAN __N/A ______. 19_____.

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c)	PAYMENT OF AMOUNT FINA	NCED BY SELLER		
``.S	Buyer agrees to pay the sum of 5 500.00 or more at buyer	s option on or before in	se_27thday.of	JULY as fellows:
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assumed by Buyer	CUMBRANCES AGAINST THE wing listed tenancies, easements and the obligations being paid by	Seller.	figure in addition to	the obligations
	d interest in all oil, go deed recorded July 29	1300 at page 157,	als conveyed to I Book 56 Auditor's	rindle Mountai ; File No. 6725
	s shown on the recorded conditions and restrictions and restrictions.	plat. ons imposed by ins	strument recorded	under Auditor'
4. Any questic	i that may arise due to	shifting or change	in the course of	the Washougal
40	he State of Washington in e bed of the Washougal R	iver, it it is nav	igable.	
Warranty Deed in encumbrances assu	L NON-MONETARY ENCUMINT DEED. Upon payment of all a fulfillment of this Contract. The med by Buyer or to defects in title than the Seller herein. Any personal contracts are than the Seller herein.	covenants of warranty	r agrees to deliyer to Bu in said deed shall no	t apply to any
9. LATE CHAR Buyer agrees to pay	GES. If any payment on the purcha a late charge equal to 5% of the an	ase price is not made wit	hin ten (10) däys after th	o date it is dua
10. NO ADVERS not cause in any prio (b) or (c) has been c	E EFFECT ON PRIOR ENCUM rencumbrance (a) a breach, (b) accounted to by Buyer in writing.	BRANCES. Seller warr celerated payments, or (c	ants that entry into this) an increased interesty	s Contract will ate; unless (a),
II. POSSESSION or June 27	Buyer is entitled to possession	of the property from	and after the store of	
Paragraph 7.	Buyer is entitled to possession	whicheveristater	subject to any tenancie	sidescribed in

- 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 faxes 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 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.
- INSURANCE. Buyer agrees to keep all buildings now of 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 insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any 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 tights of Buyer in insurance policies then in force shall pass to Seller.
- 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.
- IS. 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 of 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.
- 16. 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.
- 172: 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.
- 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,
 - (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
- (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; (iy) 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.

- 22. BUYER'S REMEDY FOR SELLER'S DEFAULT. Il 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. NOTICE	S. Notices shall be eithe	r personally serve	d or shall be sent	t certified mail, retur	n receipt requested and
by regular first	class mail to Buyer at	200 m			
				3 32	
15	2327 N.E. 31st	Portland. (Tregon 972	12	and to Seller at

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

- 26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this
- 27., SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.
- OPTIONAL PROVISION SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyst may substitute for any personal property specified in Paragraph 3 herein other personal property of like instance which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest is all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

and the second of the second	HATTIALO:	BUYER
	N/A	<u> </u>
DPTIONAL PROVISION	LTERATIONS, Buyer shall not make	e any substantial alteration to

SELLER"

improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

INITIALS:	BUYER	. ,
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OPTIONAL PROVISION DUE ON SALE If Buyer, without written consent of Seller (a) conveys (b) sells (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferce.

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		2		N/A					
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31: OPTIONAL PROVISION—PRE PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances. Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the burehase price.

SELLER INITIALS.

BUYER

N/A

PERIONAL PROVISION - PERIOL	HCPAYMENTS ON TAXES AND INSURANCE In addition the
periodic payments on the purchase price. B	uyer agrees to pay Seiler such portion of the real estate taxes and Il approximately total the appount due during the current year hased on
The payments during the current year shall b	
Such "reserve" payments from Buyer shall no insurance premiums, if any, and debit the am	of accrue interest. Seller shall pay when due all real estate taxes and ounts so paid to the reserve account. Buyer and Seller shall adjust the excess or seller shall adjust the excess or seller is balances and changed costs. Buyer agrees to bring the
SELLER	INITIALS
33. ADDENDA. Any addenda attached he	
	constitutes the entire agreement of the parties and supercedes all prior
agreements and understandings, written or or and Buyer.	al. This Contract may be amended only in writing executed by Seller
IN WITNESS WHEREOF the parties have si	gned and sealed this Contract the day and year first above written.
SELLER	BUYER
Clifford W Ralph	Jame Abanto
Clifford We Ralph	James A. Barkes
Livian U Nack	eles Questa a. B. b.
Vivian Y. Ralph	Judi li A. Barkes
Mr. T Com att	3 · · · · · · · · · · · · · · · · · · ·
Christine J. Mathis	
PURCHASER IS TO PAY TAXES A	ND INSURANCE SEPARATELY AND TIMELY
STATE OF WASHINGTON	STATE OF WASHINGTON
COUNTY OF Clark 30 55.	
On this day personally appeared before me	On this day of
Christine J. Mathis, James A.	before me, the undersigned, a Notary Public in and for the State of
to me know to be the individual described in and who executed the within and foregoing	Washington, duly commissioned and sworn, personally
instrument, and acknowledged that	appeared
signed the same as their	and
free and voluntary act and deed, for the uses	to me known to be the President and Secretary,
and purposes therein mentioned.	respectively, of
GIVEN under my hand and official seal	the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act
Notary Public in and for the State of Washington, residing at Battle Ground	mentioned, and on oath stated that authorized to execute the said instrument.
Notary Public in and for the State of	Witness my hand and official seal herelo affixed the day and year
Washington, redding at Battle Ground	first above written.
My Commission expires 2/1/90	Notary Publicia and Control
	Notary Public in and for the State of Washington, residing at
S. O. S.	My Commission expires on