THIS SPACE PROVIDED FOR RECORDERS USE



FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO Name SKAMANIA CO. TITLE Address \_ City, State, Zip SK-14895/ES-626 02-05-34-2-0-0300-00 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					1000
	AND DA	TE. This Contract is en	tered into on	JULY 6TH	1988
between BAR	BARA HEL	ENE CODY, WHO TOO	K TITLE AS BARBARA	HELENE IBEN A	ND WILLIAM C.
CODY, HER	HUSBAND				40.11.11
· <del></del>			W - F - 1		as "Seller" and
-					
DONALD J.	BRYDEN A	ND GIGI L. BRYDEN	, HUSBAND AND WIFE		as "Buyer."
2. SALE ANI following desc	D LEGAL : ribed real	DESCRIPTION. Seller estate in SKAM	agrees to sell to Buyer an	d Buyer agrees to pur County, St	rchase from Seller the ate of Washington:
2 NORTH, I LYING WEST THE NORTH FURTHER EX LINE OF WAS	RANGE 5 TERLY OF 160 FEE CEPTING SHOUGAL R	EAST OF THE WILL THE WASHOUGAL R T THEREOF AND FU ANY PORTION THERE RIVER ROAD.	OF THE NORTHWEST Q LAMETTE MERIDIAN, IVER EXCEPTING TH RTHER EXCEPTING TO EOF LYING WESTERLY	SKAMANIA COUN EREFROM THE WE HE SOUTH 225 F OF THE EASTER	TY, WASHINGTON, ST 110 FEET OF EET THEREOF AND LY RIGHT OF WAY
3. PERSONA	AL PROPI	ERTY. Personal proper	ty, if any, included in the		12110 REALESTATE EXCISE TA
No part of the	purchase	price is attributed to pe	rsonal property.	· · · · · · · · · · · · · · · · · · ·	JUL 0 1988
4, (a)	PRICE.	Buyer agrees to pay: \$ 21,500.00		P	ነው ከ 🗥
		2 511100.00	Total		AID 988.10
		1. 700 AA	) Down	Dovmant	Ju Deput
	Less Less	(\$ 4,300.00 (\$ 17.300.00	) Assum	Payment	JW DEPLET
	Less Less Results i	(\$ 4,300.00 in \$ 17,200.00	) Assum Amou	Payment ned Obligation (s) int Financed by Sell	SKAMANIA COUNTY EASUR er.
(b)	Less Less Results i	(\$ 4,300.00 in \$ 17,200.00 ED OBLIGATIONS B	Assum Amou Buyer agrees to pay the al	Payment ned Obligation (s) int Financed by Sell bove Assumed Oblig	SKAMANIA COUNTY EASUR er. gation(s) by assuming
	Less Less Results i	(\$ 4,300.00 in \$ 17,200.00	Assum Amou Buyer agrees to pay the al	Payment ned Obligation (s) int Financed by Sell bove Assumed Oblig	SKAMANIA COUNTY EASUR er. gation(s) by assuming
	Less Less Results i ASSUM and agre	(\$ 4,300.00 (\$ 17,200.00 ED OBLIGATIONS. Beeing to pay that certain	Assum Amou Buyer agrees to pay the al	Payment ned Obligation (s) int Financed by Sell bove Assumed Oblig dated sthe unpaid balance	EXAMANIA COUNTY EASUR er. gation(s) by assuming "recorded as e of said obligation is on or before
	Less Less Results i ASSUM and agre	(\$ 4,300.00 (\$ 17,200.00 ED OBLIGATIONS. Being to pay that certain	Assum Amou Buyer agrees to pay the al  "Morrage Declor Trust Contract Seller warrants which is payable\$	Payment ned Obligation (s) int Financed by Sell bove Assumed Oblig dated sthe unpaid balanc	er. gation(s) by assuming e of said obligation is on or before terest at the rate of
	Less Less Results i ASSUM and agre AF#  \$ the	(\$ 4,300.00 (\$ 17,200.00 ED OBLIGATIONS. Being to pay that certain day of	Assum Amou Buyer agrees to pay the al  "Mortgage Description Contra Seller warrants which is payable\$ declining balance there	Payment ned Obligation (s) int Financed by Sell bove Assumed Oblig dated sthe unpaid balanc in of; and a like amo	SKAMANIA COUNTY EASUR  er. gation(s) by assuming  recorded as e of said obligation is  on or before terest at the rate of unt on or before the
<b>(b)</b>	Less Less Results i ASSUM and agre AF# \$ the Note: Fi	(\$ 4,300.00 (\$ 17,200.00 ED OBLIGATIONS Being to pay that certain day of day of each and even and even the date in the following the control of	Assum Amou Buyer agrees to pay the al  Morgage Despoi Trust Contra Seller warrants which is payable\$  19 declining balance there	Payment ned Obligation (s) int Financed by Sell bove Assumed Oblig dated sthe unpaid balanc in of; and a like amo thereafter until paid here is an early cash	SKAMANIA COUNTY EASUR  er. gation(s) by assuming  recorded as e of said obligation is  on or before terest at the rate of unt on or before the in full. out date.

(c)	Buyer agrees to pay	HOUNT FINANCED BY the sum of \$ 17,200.0	SELLER.	as follows:	. •
	\$22/15% or	more at buyer's option on	or before the IST	day of AUGUST  per annum on the	
in the second se	declining balance the	NG interest from DATE ereof; and a like amount or thereafter until paid in	more on or before the _ full.	1ST day of each and every	
NOTWITH FULL NOT	Note: Fill in the o	VEADO EDAM THE WE D	NCE OF PRINCIPAL	AND INTEREST IS DUE IN	вно
	Payments are app	lied first to interest an	d then to principal.	Payments shall be made	
on assumed	.URE TO MAKE PAYM obligation(s), Seller may	IENTS ON ASSUMED O give written notice to Buye	BLIGATIONS. If Buyer that unless Buyer mal	er fails to make any payments des the delinquent payment(s) additional interest, penalties,	5694
and costs ass any remedy Seller for the	iessed by the Holder of the by the holder of the assur e amount of such paymer	assumed obligation(s). The med obligation. Buyer shal	15-day period may be sh I immediately after such o five percent (5%) of the	ortened to avoid the exercise of a payment by Seller reimburse amount so paid plus all costs	
6. (a) OBL hereunder t full:	IGATIONS TO BE PAI he following obligation.	ID BY SELLER. The Selle which obligation must be	er agrees to continue to paid in full when Buy	pay from payments received er pays the purchase price in	*
That certain	1 (Mongage Deed of Trust Contract)	dated	, recorded as AF		
(b) EQU equal to the encumbrane make no fur	JITY OF SELLER PAID balances owed on prior o ces as of that date. Buyer	encumbrances being paid l shall thereafter make payn	wed the Seller on the public Seller, Buyer will be one on the holder of	DED IN ADDENDUM.  urchase price herein becomes deemed to have assumed said ers of said encumbrances and it deed in accordance with the	
payments or payments w and costs as of any remed of the amou payments no three occasi encumbrand purchase pr	n any prior encumbrance ithin 15 days, Buyer will sessed by the holder of the dy by the holder of the print so paid and any attorrext becoming due Seller ons, Buyer shall have the and deduct the then b	e, Buyer may give written no make the payments togeth the prior encumbrance. The tor encumbrance. Buyer maneys' fees and costs incurred on the purchase price. In the the right to make all payments on such prior payments on the balance	otice to Seller that unles er with any late charge, 15-day period may be sl ay deduct the amounts s d by Buyer in connection he event Buyer makes sents due thereafter directors or encumbrance from the	CES. If Seller fails to make any is Seller makes the delinquent additional interest, penalties, hortened to avoid the exercise o paid plus a late charge of 5% on with the delinquency from such delinquent payments on ct to the holder of such prior he then balance owing on the nents called for in such prior	
assumed by	ne following listed tenar	ncies, easements, restrictions being paid by Seller:	ERTY. The property ons and reservations in	is subject to encumbrances addition to the obligations	
OR DUE 1 OF WASHI OR FORME -ANY PROF RESULTIN MAY COVE HAVE BEE	O SAID RIVER HAVINGTON IN AND TO THE RED OF SAID RIVER IN AND TO THE RIGHTS OF THE LAND OR TO USE OF THE LAND	NG SHIFTED OR CHANGE HAT PORTION OF SAID ER, IF IT IS NAVIGAE TION ON THE USE, OCC OF THE PUBLIC OR R	ED ITS COURSE, AND PREMISES, IF ANY BLE. CUPANCY OR IMPROVE IPARIAN OWNERS TO THE LAND WHICH IS USE, CONTROL OR I	EMENTS OF THE LAND USE ANY WATERS WHICH NOW OR MAY FORMERLY REGULATION BY THE	L RIVER
8. FULF Warranty Dencumbrance	FILLMENT DEED. Upon Deed in fulfillment of the Ces assumed by Buyer or The other than the Seller	is Contract. The covenan to defects in title arising s	due Seller, Seller agrees' ts of warranty in said ubsequent to the date of	N ADDENDUM. to deliver to Buyer a Statutory deed shall not apply to any f this Contract by, through or sale shall be included in the	
Buyer agree addition to a	s to pay a late charge equ	ual to 5% of the amount of ole to Seller and the first am	such payment. Such lat	10) days after the date it is due, te payment charge shall be in yer after such late charges are	
notcausein	DVERSE EFFECT ON any prior encumbrance ( s been consented to by I	a) a breach, (b) accelerated	ES. Seller warrants tha payments, or (c) an inci	t entry into this Contract will reased interest rate; unless (a),	
II. POSS	بجديث فالرباد سنداد بالماد فأفا أفيتك فالم	led to possession of the	property from and afte hichever is later, subject	er the date of this Contract, to any tenancies described in	

Paragraph 7.

- 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 substantially 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.
- 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.
- 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.

- 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.
- 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.
- 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
- 25. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at MP 0.84 WASHOUGAL RIVER ROAD, WASHOUGAL, WA 980/1

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	070	WINIERS	<b>U</b> 766	94		O Schiel M
	TATRICK POINT DR.	TRINIDAD CA	05570	, _		
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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.

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

	substitutions for such property and agrees flecting such security interest.	to execute a financing statement under
SELLER	INITIALS:	BUYER
29. OPTIONAL PROVISION improvements on the property unreasonably withheld.	ALTERATIONS. Buyer shall not m without the prior written consent of	ake any substantial alteration to the Seller, which consent will not be
SELLER	INITIALS:	BUYER
30. OPTIONAL PROVISION - (c) leases, (d) assigns, (e) contracts to	- DUE ON SALE. If Buyer, without written	consent of Seller, (a) conveys, (b) sells.
forfeiture or foreclosure or trustee or may at any time thereafter either ra balance of the purchase price due ar	sheriff's sale of any of the Buyer's interest itse the interest rate on the balance of the	ption to buy the property, (g) permits a in the property or this Contract, Seller purchase price or declare the entire
capital stock shall enable Seller to tak transfer to a spouse or child of Buyer, inheritance will not enable Seller to t	ke the above action. A lease of less than 3 years a transfer incident to a marriage dissolution lake a process of the second sec	ve of 49% or more of the outstanding ars (including options for renewals), a on or condemnation, and a transfer by
property entered into by the transfer	provisions of this paragraph apply to any ree.	subsequent transaction involving the

INITIALS: BUYER

property entered into by the transferee.

SAFECO Stock No. WAL-0524-3 (10-86)

. 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 purchase price. **BUYER** 

SELLER INITIALS:

periodic payments on the purchase price. H	DIC PAYMENTS ON TAXES AND INSURANCE. In addition to the Buyer agrees to pay Seller such portion of the real estate taxes and Il approximately total the amount due during the current year based on
insurance premiums, if any, and debit the am	ot 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
<del></del>	
33. ADDENDA. Any addenda attached he	ereto are a part of this Contract.
34. ENTIRE AGREEMENT. This Contract agreements and understandings, written or or and Buyer.	t constitutes the entire agreement of the parties and supercedes all prior ral. This Contract may be amended only in writing executed by Seller
IN WITNESS WHEREOF the parties have s	igned and sealed this Contract the day and year first above written.
SELLER	BUYER
3 alla Valene	(a) n.a. 12.
Curain grant	p) oply or ally
Willia Cody	Denal Phryde
_	
CALIFORNIA	
STATE OF WASHING TON	STATE OF WASHINGTON
√ ss.	STATE OF WASHINGTON }
COUNTY OF Mentest	COUNTY OF}
On this day personally appeared before me BARBARA HELENE CODY AND	On this day of,19
WILLIAM C. CODY	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
THEY	
signed the same as THE1R free and voluntary act and deed, for the uses	and
and purposes therein mentioned.	to me known to be the President and Secretary,
	respectively, of the corporation that executed the foregoing instrument, and
GIVEN under my hand and official seal	acknowledged the said instrument to be the free and voluntary act
this	and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute
day of 1988	the said instrument.
Holar Bublic in and for the State of	Witness my hand and official seal hereto affixed the day and year
Notary Public in and for the State of Wichington, residing at	first above written.
CALIFORNIA	
My Commission expires 3/30/88	Notary Public in and for the State of Washington, residing at
OFFICIAL SEAL JERRIS W LANGENCS	My Commission expires on



FILED FOR RECORD AT REQUEST OF

THIS SP	ACE PROVIDED FOR RECORDER SUSE
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	1988
(2)	JUL 19830 am [3]
20,20,30	RECEIVED SKANDING CO
	AUDITOR ANSH
41	(E. J. )
	ESTITUTOS.
	FILEO 97 SKAMANIA CO, TITLE
	SNAMANIA CO, TITLE
5	

WHEN RECORDED RETURN TO

LPB-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)

I. PARTIES	AND DATE. This Contract is entered into on	JULY 6TH,	1988
between BARB	BARA HELENE CODY, WHO TOOK TITLE AS BARBARA HE	ELENE IBEN AND W	ILLIAM C.
CODY, HER H	IUSBAND	3	as "Seller" and
13 P. C.			as still and
DONALD J. B	BRYDEN AND GIGI L. BRYDEN, HUSBAND AND WIFE		as "Buyer."
2 SALEAND following descriptions of the country of	LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Builded real estate in SKAMANIA  F THE NORTHEAST QUARTER OF THE NORTHWEST QUARANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA  RLY OF THE WASHOUGAL RIVER EXCEPTING THERE  LEGO FEET THEREOF AND FURTHER EXCEPTING THE EVILLE ANY PORTION THEREOF LYING WESTERLY OF TOUGAL RIVER ROAD.	County, State of SECTION KAMANIA COUNTY, FROM THE WEST SOUTH 225 FEET.	e from Seller the ( Washington: 34, TOWNSHIP WASHINGTON, 110 FEET OF THEREOF AND
COMMUNITY IN	OF BARBARA, HELENE CODY JOINS IN THIS CONTRACT ITEREST, IF ANY, IN THIS PROPERTY.  L PROPERTY, Personal property, if any, included in the sal		ase his 12110

Buyer agrees to pay the sum of \$ 17,200.00 as follows:
\$ 227.32 or more at buyer's option on or before the <u>IST</u> day of <u>AUGUST</u> 19_88 , INCLUDING interest from <u>DATE</u> at the rate of 10 % per annum on the declining balance thereof; and a like amount or more on or before the <u>IST</u> day of each and every <u>MONTH</u> thereafter until paid in full.
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 TEN YEARS FROM THE XX DATE OF THIS CONTRACT.  Payments are applied first to interest and then to principal Payments that he made
or such other place as the Seller may hereafter indicate in writing WINTERS, BLIF 95694  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 full:
That certain
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 TO MAKE 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 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.  TAXES FOR THE SECOND HALF OF 1988.
ANY QUESTION THAT MAY ARISE DUE TO SHIFTING OR CHANGE IN THE COURSE OF THE WASHOUGAL RIVER OR DUE TO SAID RIVER HAVING SHIFTED OR CHANGED ITS COURSE, AND RIGHTS OF THE STATE OF WASHINGTON IN AND TO THAT PORTION OF SAID PREMISES, IF ANY, LYING IN THE BED OR FORMER BED OF SAID RIVER, IF IT IS NAVIGABLE.  ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY OR IMPROVEMENTS OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY HAVE BEEN COVERED BY WATER, AND THE RIGHT OF USE; CONTROL OR REGULATION BY THE UNITED STATES OF AMERICA IN EXERCISE OF POWER OVER NAVIGATION.
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 of 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, whichever is later, subject to any tenancies described 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 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 substantially 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, INSURÂNCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes of assessments, insurance premiums of utility charges constituting liens prior to Seller's interest under this Contracte 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 of 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.
- 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.
- 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:
  - 2 (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: of
- (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. It 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.

- 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.
- 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
- 25. NOTICES Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at MP 0.84 WASHOUGAL RIVER ROAD, WASHOUGAL, WA 986/1

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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.

- TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant Contract ::
- 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 Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyerowns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in 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

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improvements on the propert unreasonably withheld.	5 without the piro	r written consent	t of Seller, w	hich consent	will not be
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ROVISION -- 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 capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction in property entered into by the transfere

INITIALS

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 purchase price. ~ ·

INITIALS:

BUYER ..

periodic payments on the purchase price. B	DIC PAYMENTS ON TAXES AND INSURANCE. In addition to the uyer agrees to pay Seller such portion of the real estate taxes and lapproximately total the amount due during the current year based on
The payments during the current year shall b	e S
Such "reserve" payments from Buyer shall no insurance premiums, if any, and debit the amo	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
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33. ADDENDA. Any addenda attached he	
34. ENTIREAGREEMENT This Contract agreements and understandings, written or or and Buyer.	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.
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On this day personally appeared before me BARBARA HELENE CODY AND	On this day of
WILLIAM C. CODY	before me, the undersigned, a Notary Public in and for the State of
to me know to be the individual described in	Washington, duly commissioned and sworn, personally
and who executed the within and foregoing	appeared
instrument, and acknowledged that	
signed the same asTHEIR*	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 the corporation that executed the foregoing instrument, and
GIVEN under my hand and official seal	acknowledged the said instrument to be the free and voluntary act
this	and deed of said corporation, for the uses and purposes therein
day of 1988)	mentioned, and on oath stated that authorized to execute the said instrument.
Jesis Haines	- 19 - 10 - 10 - 10 - 10 - 10 - 10 - 10
No ary Public in and for the State of	Witness my hand and official seal hereto affixed the day and year first above written.
TWACKNESSES, residing at	
My Commission expires 3/20/88	
and commission exbures -= 1-1	Notary Public in and for the State of Washington, residing at
OFFICIAL SEAL	My Commission expires on