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BOOK 116 PAGE 312

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 SKAMANIA CO. WASH
 BY SKAMANIA CO. TITLE

REAL ESTATE CONTRACT JUL 26 10 42 AM '88

AUDITOR
 GARY M. OLSON, 1988

1. Effective Date:

2. Seller:

ROBERT D. FERGUSON and VIVE
 FERGUSON, husband and wife,
 herein referred to as "Seller"

3. Purchaser:

BETH J. KIRSHNER, a single person,
 herein referred to as "Purchaser"

4. Tax Statements: All tax statements shall be sent to
 Purchaser until a change is requested.

5. Property Sold: Seller agrees to sell and convey to Purchaser
 and Purchaser agrees to purchase from Seller, all the following
 described real estate, with the appurtenances thereon, situated
 in Skamania County, Washington:

The South half of the south half of the Northwest
 Quarter of Section 8, Township 1 North, Range 5 East of
 the Willamette Meridian, Skamania County, Washington;
 Excepting the West 13 acres thereof; Further excepting
 any portion thereof lying within the Robert Ferguson
 short plats recorded in Book 2 on Pages 13, 37, 74;
 Skamania County records. But including Lot 4 of the
 Ferguson Short Plat, recorded in Book 2 of Short Plats,
 on Page 13.

More commonly known as MP 0.10R Stable Way, Washougal, Washington
 98671. This property sold is hereafter referred to as the
 "Premises" and includes all existing real property, water rights,
 appurtenances (e.g. all attached accessories and structures)
 thereto, and all personal property attached including a 1987
 Golden Mobile Home Title No. 87350D1437 and VIN BD6831.

6. Payment Terms: Purchase Price of the Premises is One Hundred
 Forty Thousand and NO/100 Dollars (\$140,000.00).

6.1 Down Payment. Purchaser has paid the amount of Five
 Thousand and NO/100 Dollars (\$5,000.00), the receipt of
 which is acknowledged by Seller.

6.2 Payment Terms. The principal balance of One Hundred
 Thirty Five Thousand and NO/100 Dollars (\$135,000.00) shall
 be paid in monthly installments of Eight Hundred Fifty and
 NO/100 Dollars (\$850.00) commencing on August 20, 1988, and
 continuing on the same day of each month thereafter.

Re: 10
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REAL ESTATE CONTRACT - 1

REAL ESTATE EXCISE TAX

JUL 26 1988

PAID 1276.00

12553
 GARY M. OLSON, Auditor
 SKAMANIA COUNTY TREASURER

Glenn R. Kimmel, Skamania County Auditor
 By: 1-5-88-302
 7-26-88

Commencing with the payment due on August 20, 1989, the monthly payment shall be increased to One Thousand and NO/100 Dollars (\$1,000.00). These payments shall continue until the balance of the purchase price is paid in full. Lump sum principal payments in the amount of Twelve Thousand Five Hundred and NO/100 Dollars (\$12,500.00) each shall be due on August 20, 1989, and August 20, 1990. These additional principal payments shall be used to reduce the principal sums on the contracts delineated in subparagraphs 12(d) and 12(e). Seller shall have the right to allocate these payments between these two agreements. The unpaid balance of the purchase price shall bear interest at the rate of six percent (6%) per annum through August 20, 1989, at which time the unpaid principal balance shall thereafter bear interest at the rate of nine and one-half percent (9.5%) per annum. From each payment shall first be deducted interest to date and the balance shall be applied to the principal balance. Permission is given to Purchaser to make larger payments at any time, or to pay the contract in full, and the interest shall immediately cease on all payments so made. There shall be no prepayment penalty. Notwithstanding the foregoing, this contract shall be cashed out and paid in full, including all accrued interest and principal balance, no later than August 20, 1998. A late charge in the amount of Fifteen and NO/100 Dollars (\$15.00) shall be applied to any payment not made within ten (10) days of its due date.

6.3. Collection Agent. All payments shall be made by Purchaser to a Collection Agent established by mutual agreement between the parties. The Collection Agent shall be responsible for distributing the payments to the underlying contract holders as well as the balance to Seller. Seller shall notify Purchaser regarding the name and address of the Collection Agent. Seller shall pay any fees incurred with the Collection Agent. The Collection Agent shall hold a fully executed Statutory Warranty Fulfillment Deed for the real property, Release of Interest and Power of Attorney in escrow.

7. Fulfillment Deed. On full payment of the purchase price and interest in the manner hereinabove specified, the Seller agrees to deliver to Purchaser a Statutory Warranty Fulfillment Deed to the Premises free and clear of any encumbrances, except those encumbrances and obligations being assumed and accepted by the Purchaser herein, if any, and any that may accrue hereafter due to any person other than the Seller, excepting any part hereof hereafter taken for public use, and subject to easements, covenants, conditions, restrictions, deed exceptions, and reservations of record. Seller shall also transfer clear title to the mobile home at that time.

8. Possession: The Purchaser shall be entitled to physical possession of the premises on the closing date, and shall be entitled to retain possession so long as Purchaser is not in default hereunder.

9. Future Taxes and Liens: Purchaser agrees to pay before delinquent, and before any penalties, interest or other charges accrue or are added thereto, any and all taxes, assessments, liens, charges for the use of water on the Premises and any other charges or assessments which may become liens thereon, and will keep said Premises free and clear of any and all liens for labor and materials or any liens whatsoever that might at any time rest against said Premises. Notwithstanding the foregoing, if any lien of any nature is filed against the Premises or any part thereof as a result of the actions of the Purchaser, it shall be discharged by the Purchaser at Purchaser's expense by payment or by filing bond issued by an insurance company licensed to do business in Washington. In the event any lien is not discharged by payment or as herein specified, it shall be a default under this Contract and Seller shall be entitled to all the rights and remedies herein provided in the event of default, including but not limited to the right to commence forfeiture proceedings forthwith and the right to costs and attorney fees as set forth herein. Purchaser may contest the legal validity or amount of any taxes, assessments, liens, charges for the use of water or any other charges or assessments for which Purchaser is responsible under this Contract, and may institute such proceedings as Purchaser considers necessary. If Purchaser contests any such tax, assessment, lien or charge, Purchaser may withhold or defer payment or pay under protest but shall protect Seller and the Premises from any lien by adequate surety bond or other appropriate security.

10. Insurance: The Purchaser agrees to keep all improvements now existing or hereafter placed upon the premises insured to the full insurable replacement value thereof against loss or damage by fire and windstorm, with extended coverage in like amount, and to pay all premiums therefor until the purchase price has been fully paid.

11. Insurance Proceeds: In the event of damage or destruction to any of the improvements on the Premises by fire or other casualty insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Purchaser elects that said proceeds shall be paid to the Seller for application on the purchase price herein.

12. Title Insurance: The Seller agrees to procure at Purchaser's option and expense at closing a Purchaser's policy of title insurance in standard form, insuring the Purchaser to the

full extent of the purchase price against loss or damage by reason of the unmarketability of Seller's title to the Premises or defect in the record title of the Seller to the Premises or by reason of prior liens or encumbrances not assumed by Purchaser in this Contract, containing no exceptions other than the following:

- (a) Printed general exceptions appearing in the policy form;
- (b) Liens or encumbrances which by the terms of this Contract the Purchaser is to assume, or as to which the conveyance hereunder is to be made subject;
- (c) Any easements, well water use agreements, reservations, deed exceptions, covenants, conditions and restrictions of record against the Premises at the time of closing.

(d) Mobile Home Purchase Agreement between Robert D. Ferguson and Vive V. Ferguson and Golden Pacific Homes and attached hereto as Exhibit "A".

- (e) Deed of Trust between Robert D. Ferguson and Vive V. Ferguson, husband and wife, and Heritage Bank, executed on April 18, 1984, and recorded under Recording No. 97538 in BOOK 60 at Page 335, records of Skamania County, Washington, and attached hereto as Exhibit "B".

13. General Advancements by Seller: In case the Purchaser fails to make any payment to others as herein provided, including utility services and taxes, or to maintain insurance as required herein, the Seller may make such payment or effect such insurance, and any amounts so paid by the Seller, together with interest at the rate of twelve percent (12%) per annum thereon from date of payment until repaid, shall be repayable by Purchaser on Seller's demand, all without prejudice to any other rights the Seller might have by reason of such default.

14. Purchaser's Default/Seller's Remedies:

- (a) Time is of the essence of this Contract. No waiver by Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default. A default shall occur if:
 - (i) Purchaser fails to make any payment at the time required and after thirty (30) days written notice thereof;
 - (ii) Purchaser fails to perform any other obligation or condition imposed by this Contract and does

not correct or commence and pursue correction of such failure with reasonable diligence within thirty (30) days after receipt of written notice from Seller specifying the manner in which Purchaser is in default; or

- (iii) Purchaser becomes insolvent, a receiver is appointed to take possession of all or a substantial part of Purchaser's assets, Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or Purchaser is the subject of an involuntary petition in bankruptcy which is not dismissed within ninety (90) days. If Purchaser consists of more than one person or entity, the occurrence of any of these events as to any one such person or entity shall constitute a default hereunder.

(b) In the event of a default, Seller may take any one or more of the following steps:

- (i) Suit for Delinquencies. Seller may institute suit for any overdue installment amounts or other sums due and payable under this contract and for any sums which have been advanced by Seller and repayable by Purchaser pursuant to the provisions of this Contract, together with interest on all of said amounts at the rate provided for by this Contract from the date each such amount was advanced or due, as the case may be, to and including the date of collection. The promise to pay intermediate installments is independent of the promise to make a deed;

- (ii) Acceleration. In the event Purchaser shall fail to comply with any condition hereof or to make any payment required, Seller may elect to declare all of the sums obligated to be paid by Purchaser herein to be immediately due and payable. Prior to acceleration, a thirty (30) day notice of intent to accelerate shall be made by Seller in writing. Within the thirty (30) day period, Purchaser shall have the right to remove the grounds for acceleration specified in the notice. Acceleration shall be declared, however, unless Purchaser has paid to Seller all expenses that Seller has incurred in the declaration of intention to accelerate and service of such notice, including attorney's fees incurred by Seller. Upon acceleration being declared, all sums due under this

Contract, including all costs and attorney's fees, shall immediately be payable in full, and Purchaser shall have no right to bring the delinquencies current and reinstate the Contract;

(iii) Forfeiture and Repossession. Seller may cancel and render void all rights, titles and interests of Purchaser and its successors in this Contract and in the property (including all of the Purchaser's then existing rights, interests and estates therein and timber, crops and improvements thereon) by giving and recording a Notice of Intent to Forfeit pursuant to RCW 61.30.040-.070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured (including payment of costs and attorney's fees incurred by Seller) within ninety (90) days after recording the Notice of Intent to Forfeit and Seller gives and records a Declaration of Forfeiture pursuant to RCW 61.30.040-.070. Upon the forfeiture of this Contract, Seller may retain all payments made hereunder by Purchaser and may take possession of the property ten (10) days following the date this Contract is forfeited and summarily eject Purchaser and any person or persons having possession of the said property by, through or under Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event Purchaser or any person or persons claiming by, through or under Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, Purchaser, or such person or persons, shall be deemed tenants at will of Seller and Seller shall be entitled to institute an action for summary possession of the property, and may recover from Purchaser or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including Seller's reasonable attorney's fees;

(iv) Specific Performance. Seller may institute suit to specifically enforce any of Purchaser's covenants hereunder, and the same may include redress by mandatory or prohibitive injunction;

(v) Remedies under the Uniform Commercial Code. Seller shall have and Purchaser hereby grants to Seller all of the rights and remedies contained in the Uniform Commercial Code in effect in the State of Washington as of the date of Purchaser's default and to the extent such remedies may be applicable to the type of collateral effected thereby;

(c) The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

15. Attorney Fees and Costs:

(a) If this Contract or any obligation contained in it is referred to an attorney for collection or realization, Purchaser agrees to pay Seller's attorney fees, including fees incurred with or without legal suit, expenses of searching records to determine the condition of title, and all other related legal expenses.

(b) In the event litigation arises out of this Contract, including Seller's enforcement of any term or covenant of this Contract or Seller's suit to procure an adjudication of the termination of the Purchaser's rights hereunder, the losing party agrees to pay the prevailing party's reasonable attorney's fee, whether at trial or on appeal, together with all costs and expenses incurred in connection with such action, including the cost of searching records to determine the condition of title, in addition to all other sums provided by law, which sums shall be included in any judgment or decree entered.

16. Notice: Any notice or demand under this Contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, return receipt requested, with charges prepaid, addressed to the parties at the addresses stated in this Contract, or such other addresses as either party may designate by written notice to the other.

Seller:

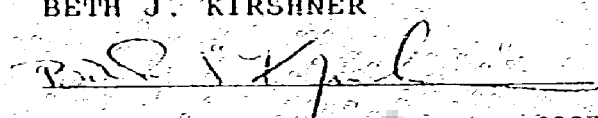
ROBERT D. FERGUSON
VIVE V. FERGUSON

4402 C STREET

WASHOUGAL, WA 98671

Purchaser:

BETH J. KIRSHNER


P.O. BOX 348, WASHOUGAL, WA 98671

With a copy to Purchaser's Attorney:

DONALD G. GRANT
Horenstein & Horenstein, P.S.
1220 Main Street, Suite 300
P.O. Box 694
Vancouver, WA 98666

17. Purchaser's Remedies: In the event the Seller shall breach or default in any covenant or obligation of Seller hereunder, Purchaser may bring an action against Seller for specific performance of this Contract and/or pursue such other remedy as shall be allowed under Washington law, all toward the end of making Purchaser hereunder whole. Prior to commencing any such action, Purchaser shall send a 30 day notice to Seller specifying such default. Within the thirty (30) day period, Seller shall have the right to remove the ground for default claimed in the notice.

18. Condemnation: The Purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the Seller and applied as payment on the purchase price herein unless the Seller elects to allow the Purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

19. Nuisance and Alterations: The Purchaser will not create by act or omission, any nuisance or waste on the Premises, and will not permit the use of the Premises for any illegal purpose. Purchaser will not remove improvements on the Premises, nor make any substantial changes or alterations to the Premises which reduce the value of the Premises for security purposes, without the prior written consent of Seller.

20. Maintenance and Repair: The Purchaser covenants to keep all buildings and other improvements now existing on the Premises or later placed on the Premises in as good a condition and state of repair as they are upon the date of this Contract or date of installation as to future improvements, reasonable wear and

depreciation accepted. Purchaser shall replace or repair worn out or obsolete portions of the improvements as necessary to keep the improvements as a whole in good condition. All maintenance, repair and replacement shall be at the Purchaser's sole cost and expense and neither the Seller nor the Premises shall be liable therefor. This covenant is not to be construed to indicate that Seller has any participation in the maintenance of such improvements or the making of repairs or replacements.

21. Seller's Warranties: Seller warrants the following as of the effective date of this contract:

- (a) That no liens or encumbrances exist except those expressly disclosed herein;
- (b) That no violations of any state, federal or local ordinance, law or statute exist relating to the premises; and
- (c) That no defects exist in the electrical, septic, or water systems, and that no structural defects exist in the premises except those disclosed in Subparagraph 27.3 of the Real Estate Purchase and Sale Agreement.

22. Square Footage: Unless otherwise expressly stated to the contrary in this Contract, any square footage as to the building or lot used by Seller or any real estate agent in marketing the premises are understood to be approximations and are not intended to be relied upon to determine the fitness or value of the property. Purchaser has personally observed the property and has reached his conclusion as to the adequacy and acceptability of the size of the premises based upon said personal observation and Purchaser's own analysis and Purchaser has not valued the premises by calculation of square footage stated by Seller or any real estate agent times a square footage cost.

23. Utility Services: Purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, gas, garbage or other utility services furnished to the Premises after the date Purchaser is entitled to possession.

24. Closing Costs: Costs associated with the closing of this transaction shall be paid in accordance with the Real Estate Purchase and Sale Agreement dated March 9, 1988.

25. Prorate Items: The following items will be prorated between Seller and Purchaser as of closing: taxes and assessments; rents; insurance; interest; reserves; water and other utilities constituting liens.

26. Preparation of Documentation: All parties to this Contract acknowledge that this document was prepared by Horenstein & Horenstein, P.S., on behalf of Purchaser. Other parties to this transaction are hereby advised to seek the advice of independent counsel regarding their rights and responsibilities pursuant to this transaction and this Contract. By executing below, Seller acknowledges they have sought the advice of independent counsel or have waived their right to do so.

27. Waiver: Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce the provision, nor shall any waiver of any succeeding breach of any provision constitute a waiver of any succeeding breach of that provision or waiver of that provision itself.

28. Gender and Number: As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

29. Prior Agreements and Amendment: This Contract constitutes the entire and complete agreement of the parties hereto, supercedes and replaces all prior or existing written and oral agreements between the parties, and may not be amended other than in writing, signed by all parties.

30. Successors: The terms and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives and approved successors and assigns.

31. Interpretation/Construction: Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this agreement for any purpose relating to construction or interpretation of the terms of this Contract, and shall in no way limit any of the provisions of this Contract. The parties agree that this Contract shall be construed and enforced according to the laws of the State of Washington.

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IN WITNESS WHEREOF, the parties hereto have signed this instrument this 25TH day of JULY, 1988.

SELLER:

Robert D. Ferguson
ROBERT D. FERGUSON

Vive V. Ferguson
VIVE V. FERGUSON

PURCHASER:

BETH J. KIRSHNER

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that ROBERT D. FERGUSON appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 25TH day of JULY, 1988.

Regina B. Lowrey
NOTARY PUBLIC in and for the State
of Washington RESIDING AT CARSON

My Appointment Expires: 2/23/91

REAL ESTATE CONTRACT - 11
DGG\KIRSHNER.REK
07/14/88

STATE OF WASHINGTON)
 : ss.
 County of Skamania)

I certify that VIVE V. FERGUSON appeared personally before me and that I know or have satisfactory evidence that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 25TH day of JULY, 1988.

Peggy B. Lowrey
 NOTARY PUBLIC in and for the State
 of Washington RESIDING AT CARSON

My Appointment Expires: 2/23/91

STATE OF WASHINGTON)
 : ss.
 County of Skamania)

I certify that BETH J. KIRSHNER appeared personally before me and that I know or have satisfactory evidence that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 25TH day of JULY, 1988.

Peggy B. Lowrey
 NOTARY PUBLIC in and for the State
 of Washington RESIDING AT CARSON

My Appointment Expires: 2/23/91