FORM No. ADE-WARRANT ORIG (Individual or Corporate)

sk-14954 02-05-29-3-0-0100-00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That

REMY W. PULSHER and BARBARA F. PULSHER, husband and wife

hereinalter called the grantor, for the consideration hereinalter stated, to grantor paid by CHARLES E. PROST and PATRICIA M. PROST, husband and wife

the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or ap-Skamania. pertaining, situated in the County of and State of CHEGONA described as follows, to-wit: Washington

> Lot 1 of RIVERSIDE ESTATES according to the offical plat thereof on file and of record in Book "B" of Plats on Page 44, records of Skamania County, Washington...

> > 12361

HEALESTATE EXCISETAK

1.0V1)(E)

PAID \_134.00

BY SKAMANIA CO. TITLE

FILED FOR RECORD SKAMAN A 10. WASH

Nev 10\_ 11 05\_ AH, '88 LIF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said itanton hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor if happy seprecin the simple of the above granted premises, free from all encumbrances Covenants, conditions and restrictions as recorded under No. 90506 in Book 78, Page 48; Easement as per the recorded plat; and Right of the Public to portion of property

lying within River Road and Skye Road... and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims

and demands of all persons whomsoever, except those claiming under the above described encumbrances. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,000.00 <sup>®</sup>However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). (The sentence between the symbols ), it not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this Anday of October , *19*88 ; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors. Dereywitulaker

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT. THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

each for himself and not one for the other, did say that the former is the

STATE OF OREGON,

Multnomah County of , 1988. . October

Personally appeared

who, being duly sworn,

..... president and that the latter is the

Personally appeared the above named

Remy W. Pulsher and Barbara P. Fulsher

. . . !!!! and acknowledged the foregoing instrument to be ! voluntary act and deed.

secretary of ...... and that the seal allixed to the loregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of

them acknowledged said instrument to be its voluntary act and deed. Belore me:

(OFFICIAL SEAL)

a corporation.

Nothey. Public for Oregon

Notary Public for Oregon My commission expires:

SPACE RESERVED

FOR

RECORDER'S USE

Registered

Indirect

Filmed 1

Mailed

Indexed, Dir

STATE OF OREGON, County of

(If executed by a corporation, affix corporate seal)

Remy W. Pulsher and Barbara P. Fulsher

GRANTOR & NAME AND ADDRESS

Charles E. Prost and Patricia M. Prost

GRANTEE & NAME AND ADDRESS

After recording return to: Charles 2. Frost and Patricia M. Prost 4501 Abby Street

Washougal, Washington 98671

NAME, ADDRESS, ZIP

Until a change is requested all lag statements shall be sent to the following address

same as above

PLANE ADDRESS, FIR

STATE OF OREGON,

County of .....

I certify that the within instrument was received for record on the ...... day of ....., 19....., at ..... o'clock ..... M., and recorded in book/reel/volume No......on page ..... or as fee/file/instrument/microlilm/reception No.....,

Record of Deeds of said county. Witness my hand and seal of County affixed.

NAME

..... Depuly

18199-Lit

- 22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
- 23. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24. ATTORNEYS' FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.
25. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at
GARY AND SUSAN PHILLIPS, 27031 S.E. 15th Street, Camas, WA 98607, and to Seller at
ROGER AND DORENE MCCARTHY, 114 S. DATE STREET, TOPPENISH, WA 98948
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 Contract.
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.
28. 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 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.
SELLER INITIALS: BUYER
PARAGRAPH 28 DOES NOT APPLY
29. OPTIONAL PROVISION ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.
SELLER INITIALS: BUYER
PARAGRAPH 29 DOES NOT APPLY
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 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 involving the property entered into by the transferee.
Loyu Mo Carthy Suran I Phillips
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 purchase price.

PARAGRAPH 31 DOES NOT APPLY-