

107601

Until a change is requested, all  
tax statements shall be sent to

Toyoe Yoshida  
1526 S.E. Powell  
Portland, Oregon, 97202

## LAND SALE CONTRACT

THIS CONTRACT is made as of the 8th day of August, 1989, by and between JOHN A. RING and DOROTHEA L. RING, husband and wife, whose address is 4874 W. Bermuda Dunes Avenue, Banning, California, 92220, herein called "seller" and TOYOE YOSHIDA, whose address is 1526 S.E. Powell, Portland, Oregon, 97202, herein called "purchaser".

## WITNESSETH:

Seller agrees to sell to purchaser and purchaser agrees to purchase from seller for the price and on the terms and conditions set forth below that certain real property commonly known as MP.39 Berge Road, Stevenson, Washington, 98648, and all improvements thereon. Said property is further described as follows:

INDEXED  
FILED  
MAILED

## Parcel 1

Lot 1 of the Bill Lyons (Home Valley) Short Plat #2, as recorded September 11, 1978, in Book 2 of Short Plats, page 67, under Auditor's File No. 87186, records of Skamania County, Washington.

## Parcel 2

A tract of land located in the William M. Murphy D.L.C. and in Government Lot 4, all in Section 27, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

BEGINNING at the Northwest corner of the William M. Murphy D.L.C. in Section 27; thence East along the North line of said Murphy D.L.C., a distance of 447.03 feet; thence South  $14^{\circ}15'$  West a distance of 193.5 feet; thence North  $82^{\circ}43'$  East a distance of 137 feet to the centerline of Lyons Road; thence Northwesterly along the centerline of Lyons Road a distance of 188 feet to a point on the North line of the Murphy D.L.C., said point being 462.03 feet East of the Northwest

12933

REAL ESTATE EXCISE TAX

JUG 81989

PAID 1792.00

J. J. Deputis  
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor

By: DM Parcel # 3-8-27-501

3-8-27-3-105

Return to:

LAW OFFICES OF

47 TEUNIS WYERS

HOOD RIVER, OREGON 97111

PHONE (503) 386-2221

1 - LAND SALE CONTRACT

corner of the Murphy D.L.C.; thence East along the North line of said Murphy D.L.C., a distance of 327 feet, more or less, to the centerline of Skamania County Road No. 30360, known as Berge Road; thence along the centerline of Berge Road North 18°00' East a distance of 136.5 feet; thence North 20°58' West a distance of 216.9 feet; thence North 49°15' East a distance of 325.1 feet; thence South 84°18' East a distance of 165.4 feet; thence leaving the centerline of said road North 28°07' East a distance of 65 feet; thence West parallel with the North line of the Murphy D.L.C. a distance of 920 feet, more or less, to a point in the Government meander line on the East side of Wind River; thence Southerly along said Government meander line a distance of 620 feet, more or less, to the Northwest corner of the Murphy D.L.C. and the Point of Beginning.

EXCEPT Public Roads.

SUBJECT TO:

1. General taxes.  
Tax Account No. 3-8-27C-105.  
Tax Account No. 3-8-27-501.0
2. Covenants, conditions and restrictions and easements as revealed on Bill Lyons (Home Valley) Short Plat #2 recorded September 11, 1978, in Book 2 on page 67 of Skamania County Short Plat Records. (Parcel 1)
3. Easement for water works, sewer, electric light lines and other related activities granted to Home Valley Water District, Skamania County, Washington, by deed dated August 21, 1979, and recorded October 1, 1979, in Book 77 at Page 289 under Auditor's File No. 89622, records of Skamania County, Washington. (Affects Parcel 1)
4. Waiver of damages for reconstruction of County Road No. 3000 (Berge Road), granted to Skamania County by instrument recorded March 20, 1961, in Book 48 of Deeds at page 383 under Auditor's File No. 58239, records of Skamania County, Washington. (Affects Parcel 1)
5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
Purpose: Use and maintain water line  
Area Affected: Parcel 1

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Disclosed by: Instrument recorded under Recording  
No. 98526, Book 84, page 132

6. Flowage easements granted to the United States of America, including those as recorded under Auditor's File Nos. 21847, 30586, 31358, 31359 and 34128. Affects Parcel 2.
7. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:  
Between: Department of the Army  
And: Skamania County  
Dated: April 18, 1984  
Recorded: April 27, 1984  
Recording No.: Book 83, page 375, 97505  
Regarding: Operation and maintenance of Bonneville Lock & Dam Project  
Affects: Parcel 2
8. EASEMENT AND TERMS AND CONDITIONS THEREOF:  
Grantee: United States of America and its assigns  
Purpose: Public access road  
Area affected: Parcel 2  
Recorded: August 4, 1958  
Recording No.: 54098, Book 45, page 158

Also included as part of this transaction is the woodstove and window dressings located on the premises.

Such property is referred to herein as "the property".

**PURCHASE PRICE AND PAYMENT:** Buyer promises to pay as the total price for the property the sum of ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$140,000.00) dollars. This amount shall be paid as follows:

(a) The sum of \$2,000.00 which has previously been paid as earnest money, and

(b) The sum of \$12,000.00 upon the date hereof as an additional downpayment,

(c) The remaining balance of \$126,000.00 shall be paid in monthly installments in the amount of \$1,500.00, with the first payment being due on September 30, 1989, and on the same day of each month thereafter until the remaining balance, principal and interest, is paid in full. On or before August 1, 1990, and additional payment of \$5,000.00 will be paid and an additional payment in the amount of \$5,000.00 is due on or before August 1, 1991. Interest on all unpaid balances shall commence on the date hereof, at the rate of ten percent (10%) per annum, and all payments

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shall be applied first to interest due and the balance to principal,

(d) Each payment shall be made to John Ring and Dorothea Ring at 4874 W. Bermuda Dunes Ave., Banning, California, 92220.

(e) Purchaser shall have the privilege of increasing any payment or prepaying the entire balance at any time without penalty,

(f) In the event purchaser fails to pay when due, any amounts required of purchaser to be paid to third parties hereunder, seller may pay any or all such amounts. If seller makes any such payments, the amounts thereof shall be immediately due and payable. Until paid, such amounts shall be secured by this contract and shall bear interest at the rate of ten percent (10%) per annum. Seller's election to make any payments pursuant to this paragraph shall not constitute a waiver of seller's right to declare buyer to be in default of this contract.

**RETENTION OF TITLE AND SECURITY:** Seller's title to the Property and any substitutions thereof shall remain in the Seller until the Purchaser receives delivery of the Seller's deed. In addition, Purchaser hereby grants to the Seller a security interest in all condemnation awards and insurance proceeds relating to the Property. After all sums evidenced by this contract due to the Seller have been paid, the Seller shall deliver its fulfillment deed and bill of sale to the Purchaser in the form and subject to the exceptions herein agreed to.

**TITLE INSURANCE:** Upon payment of the total purchase price for the Property as provided for in this Contract, and performance by Purchaser of all other terms, conditions, and provisions of this Contract, Seller shall deliver to Purchaser at Seller's expense an owner's title insurance policy in the amount of \$140,000.00, insuring Purchaser against loss or damage sustained by Purchaser by reason of the marketability of Purchaser's title, or liens or encumbrances thereon, except matters contained in the usual printed exceptions in such title insurance policies; liens, and encumbrances placed upon the Property or suffered by Purchaser subsequent to the date of this Contract; and those on pages 1, 2, and 3 of this Contract.

**POSSESSION.** From and after the date of this contract, the Purchaser may enter upon and take possession of the Property and, irrespective of the assignments and security interests granted in this contract, enjoy the use, rents, issues and profits thereof so long as such rights have not been affected by the exercise of any remedy of the Seller.

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**TAXES AND ASSESSMENTS.** In addition to the payments hereinabove provided for, and except as otherwise discharged through any reserve account, the Purchaser shall pay before delinquency all real and personal property taxes, all general and special assessments and all other charges of whatsoever kind or nature levied or assessed by any lawful authority upon or against the Property or the use thereof to the extent the same or any installments thereof are attributable to the period following the date of this contract and provide Seller with receipt of payment within thirty (30) days of payment. The prorated portion of said taxes, assessments and charges which are attributable to any period prior to the date of this contract, excluding taxes for such period assessed because of the reclassification of the use of the Property by the Purchaser or any successor of the Purchaser, be credited to Seller at closing. Said periods shall be determined by reference to the year in which the taxes, assessments and charge are required to be paid. If the Purchaser fails to so pay real property taxes or assessments and such failure is not rectified within fifteen (15) days following Seller's written demand to do so, and if such failure occurs two (2) or more times during the term of this contract, the Seller may, for the remaining term of this contract, require the Purchaser to deposit with each Installment Amount an amount reasonably estimated by the Seller to be necessary to discharge the real property taxes and assessments next due. The amounts so paid which have not been applied against such liabilities shall be returned to the Purchaser with the delivery of the Seller's deed to the Purchaser. The Seller shall not be liable for interest on said deposits. The provisions of this paragraph to the contrary notwithstanding, either party shall have the right to contest in good faith any tax or assessment which may have been or is hereafter levied against the Property or any portion thereof so long as no portion of the Property is threatened with any tax forfeiture or sale as the result of such contest. So long as such contest is pursued in good faith, the nonpayment of the amounts in dispute shall not constitute a default under this contract or afford the Seller the right to require tax reserve payments.

**INDEMNIFICATION AND INSURANCE.** The Purchaser shall and hereby covenants and agrees to indemnify and hold the Seller harmless for any losses, damages, costs, claims and liabilities, including attorneys' fees, caused by any negligent, reckless or intentional act of or negligent or reckless failure to act by the Purchaser or any of its agents, servants, employees, independent contractors, invitees or licensees on, about or with respect to the Property, and for any breach of this contract by the Purchaser or any of such persons, and this covenant of indemnification shall survive the delivery of the Seller's deed to the Purchaser.

The Purchaser shall, at its own cost and expense, keep the



improvements on the Property insured against loss of damage by fire, windstorm, and all other casualties covered by "all risk" endorsements available in the State of Washington and with such additional coverages or endorsements as the Seller may reasonably require from time to time. Said insurance shall be in an amount not less than the greater of (a) the amount of coverage necessary to avoid the insured being treated as a co-insurer, or (b) one hundred twenty percent (120%) of the then unpaid principal balance of the Purchase Price for the Property, and shall be placed with an insurance company authorized to do business in the State of Washington. All insurance policies shall expressly include the Seller as a named insured, shall contain a waiver of subrogation clause (to the extent reasonably obtainable), and shall include provisions to the effect that they cannot be materially modified or cancelled prior to Seller receiving not less than twenty (20) days advance written notice, and accurate and complete copies thereof shall be deposited with the Seller upon written request. Purchaser shall pay insurance premiums when due, and shall provide Seller with receipt of payment within thirty (30) days of payment.

In the event of loss or damage to the Property which is required to be insured hereunder, the insurance proceeds shall, at the option of the Purchaser, be used to repair, rebuild, or replace all improvements and personal property which may have been destroyed or damaged to the extent necessary to restore and replace them to substantially the same condition which existed immediately prior the casualty, subject to such modifications as may then be required by law or to which the Seller agrees in writing.

If the Purchaser does not elect to repair the damage, or the Seller's consent to materially different improvements is not waived or given, the Seller may require that all casualty insurance proceeds be immediately paid to the Seller. The Purchaser shall make the elections provided for in this paragraph within sixty (60) days following the date of casualty, and the Seller shall respond in writing to a written request to construct materially different improvements within twenty (20) days after said request. Any failure of the Purchaser to timely make any such election shall enable the Seller to apply the insurance proceeds against the principal last due under this contract, and any failure of the Seller to timely respond to any such request shall be deemed an approval thereof.

In the event of any failure of the Purchaser to obtain or timely pay any premiums for any insurance required by this paragraph, and if such failure is not rectified within any required notice period for remedial advances under this contract, the Seller may require the Purchaser to deposit with each Installment Amount an amount reasonably estimated by the Seller to be necessary to discharge the next ensuing premiums for said

policies, said estimates to be adjusted by the Seller upon receipt of the premium invoices to reflect the actual amount of such liabilities. The payments so made which have not been applied against such liabilities shall be returned to the Purchaser with the delivery of the Seller's deed to the Purchaser. The Seller shall not be liable for interest on said deposits.

**UTILITIES.** The Purchaser shall pay for the cost of all electric, power, gas, sewer, water, telephone, cable television, refuse disposal service, and any and all other utilities furnished to or used or consumed in, on, or about the Property by the Purchaser or by any person following the date of this contract, and Purchaser shall contract for the same solely in its own name. Any such services used prior to the date hereof by any person other than the Purchaser shall be the responsibility of the Seller.

**CONDITION OF PROPERTY.** Except as may be otherwise provided in any written agreement between the parties hereto which is intended to survive the execution of this contract, the Purchaser hereby accepts the Property in the condition existing on the date of this contract and confirms that neither the Seller nor any agent or representative of the Seller has given or made any warranty or representation whatsoever concerning the physical condition thereof or the uses or purposes to which the same may now or hereafter be placed.

**RISK OF LOSS.** The Purchaser shall bear the risk of loss for the complete or partial destruction or condemnation of the Property after the date of this contract. No loss, damage or destruction of all or part of the Property shall constitute a failure of consideration or a basis for the rescission of this contract or relieve the Purchaser from its obligation to observe and perform all of the terms, covenants and conditions hereof.

**MAINTENANCE AND INSPECTION.** The Purchaser shall keep and maintain the Property in good repair, and shall not commit or suffer to be committed any waste or other willful damage to or destruction of the Property or any portion thereof. No logging or commercial timber removal may be undertaken by the Purchaser without the Seller's prior written consent.

**ALTERATIONS AND LIENS.** Except as otherwise permitted in this contract for construction following an insured casualty or condemnation, or except for any maintenance or repairs required by this contract, the Purchaser shall not, without the prior written consent of the Seller, make or permit any alterations, additions, or improvements to or of the Property or to any portion thereof nor permit any demolition or removal of any such improvements. The Seller may not unreasonably withhold its consent if the action proposed will not materially affect the value of the Property or violate any applicable laws or



ordinances or the terms of this contract. The Purchaser shall not cause, authorize or permit any mechanics' or materialmen's liens to be placed upon the Property. The Purchaser shall indemnify and defend the Seller against all liens levied against the Property or any part thereof caused by or through the Purchaser. The Purchaser shall have the right to contest said liens so long as a foreclosure thereof is prevented, and if such contest is pursued in good faith the filing of the lien and withholding payment of the lien amount so disputed shall not constitute a default under this contract. No lien of any agent, contractor, subcontractor, or independent contractor of the Purchaser shall encumber any interest of the Seller in the Property. In the event the Purchaser shall alter, repair or improve the Real Property or erect or construct any new or additional buildings or improvements on the Real Property or any part thereof (whether acting with or without Seller's consent), all such alterations, repairs, improvements, replacements and additions, including any new buildings and improvements, shall immediately be and become the property of the Seller and subject to all of the terms, covenants and conditions of this contract.

The Purchaser shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting the Property; all easements, reservations, restrictions, covenants and conditions of record affecting or pertaining to the Property; and any condominium, planned unit development, or cooperative declarations, articles, bylaws, rules, regulations and other documents which have been or are hereafter adopted with respect to the Property. The Purchaser shall not use or permit any person to use the Property for or in connection with any unlawful purpose or in any manner which causes a nuisance.

**CONDEMNATION.** If the Property or any part thereof is condemned or taken by power of eminent domain by any public or quasi-public authority, the Seller or the Purchaser or both may appear and defend or prosecute in any such proceeding. All compensation or awards received from the condemning authority by either the Seller or the Purchaser shall be applied first to the payment of the expenses of litigation, next to the acquisition and installation costs of any replacements or restorations of condemned property requested by the Purchaser in writing not later than fifteen (15) days following the date possession is required to be surrendered by the condemning authority, next to the reduction of the unpaid balance of this contract in the inverse order of its maturity, next to any other sums then due to the Seller (including accrued and unpaid interest and reimbursable advances and expenses), and the surplus, if any, shall be paid to the Purchaser. All of the replacements and restorations shall have the same purpose and function as the condemned property, and, except as otherwise consented to by the Seller in writing and except to the extent necessitated by the



condemnation or then applicable law, none of the replacements or restorations may be materially different from the condemned property. No total or partial taking of the Property by condemnation shall constitute a failure of consideration or provide a basis for the rescission of this contract.

**TRANSFER OF PURCHASER'S INTEREST.** If the Purchaser's title to the Property or any portion thereof is conveyed to any person, the Seller may, at its option: (a) following any required notice, declare the entire remaining balance of the Purchase Price and all accrued and unpaid interest thereon immediately due and payable, or (b) adjust the interest rate on this contract, effective as of the date of the transfer. The Seller may elect one of the said options by written notice to the Purchaser within fifteen (15) days after being advised in writing of the sale and the transferee, and if such election is not made within that period the above rights for the transaction so described shall be deemed waived. If the Seller elects to adjust the interest rate, the entire outstanding balance of this contract may be prepaid at the closing of such conveyance. For the purposes of this contract, a "conveyance" of the "Purchaser's title" shall include a transfer by real estate contract, "wraparound" contract, vendee's assignment, deed, forfeiture, foreclosure, sheriff's sale, trustee's sale, deed in lieu of any such involuntary sale, lease with purchase option or for a term in excess of three (3) years including extension options), and, if the Purchaser is a corporation or partnership, a voluntary or involuntary transfer or series of transfers of any shares or partnership interests which results in a change of fifty percent (50%) or more of the voting control of such entity (from the composition thereof as of the date of this contract). A "conveyance" of the "Purchaser's title" shall not include (i) a lease or other transfer of possession of the Property for three (3) years or less without options to purchase the Property or any interest therein; (ii) a transfer to the Purchaser's spouse or children; (iii) a transfer by devise, descent, or operation of law resulting from the death of any person comprising the Purchaser; (iv) a transfer into an inter vivos trust in which the Purchaser is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property; or (v) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or property settlement agreement in which a spouse of any person comprising the Purchaser retains or acquires the Property. No transfer of the Property or any portion thereof shall release the transferring person from liability on this contract unless such release is expressly acknowledged by the Seller in writing.

**PURCHASER'S DEFAULT.** The Purchaser shall be in default under this contract if it (a) fails to observe or perform any term, covenant or condition herein set forth, or (b) fails or neglects to make any payment of principal or interest or any other amount required to be discharged by the Purchaser precisely

when obligated to do so, or (c) becomes or is declared insolvent or makes an assignment for the benefit of creditors, or files any debtor's petition or any petition is filed against it under any bankruptcy, wage earner's, reorganization or similar act, or (d) permits the Property or any part thereof or its interest therein to be attached or in any manner restrained or impounded by process of any court, or (e) abandons the Property, or (f) conveys the Property or a portion thereof without any prior written consent required herein of the Seller.

**SELLER'S REMEDIES.** In the event the Purchaser defaults under this contract the Seller may, at its election, take the following courses of action:

(a) Suit for Delinquencies. The Seller may institute suit for any Installment Amounts or other sums due and payable under this contract as of the date of the judgment and any sums which have been advanced by Seller as of said date pursuant to the provisions of this contract, together with interest on all of said amounts at the contract Rate from the date each such amount was advanced or due, as the case may be, to and including the date of collection;

(b) Acceleration. Upon giving the Purchaser not less than fifteen (15) days written notice of its intent to do so (within which time any monetary default may be cured without regard to the acceleration), and if the default is in the nature of a failure to timely pay any principal, interest, insurance premium, tax, or other sum or money required to be paid herein or any failure to obtain any consent of the Seller herein required for a conveyance of the Purchaser's title to the Property, or if the Purchaser commits waste on the Property, the Seller may declare the entire unpaid balance of the Purchase Price and all interest then due thereon to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the Seller pursuant to the provisions of this contract, and together with interest on all of said sums at the Contract Rate from the due date or date of each such advance to and including the date of collection;

(c) Forfeiture and Repossession. The Seller may cancel and render void all rights, titles and interests of the Purchaser and its successors in this contract and in the Property (including all of Purchaser's then existing rights, interests and estates therein and timber, crops and improvements thereon) pursuant to Chapter 61.30 of the Revised Code of Washington.

(d) Specific Performance. The Seller may institute suit to specifically enforce any of the Purchaser's covenants hereunder, and the same may include redress by



mandatory or prohibitive injunction;

(e) Receivership. The parties hereto recognize and agree that in the event of default by the Purchaser in making any payments or in the performance of any of the other terms and conditions of this contract, the period of time involved in repossessing the Property, forfeiting this contract, or in obtaining possession of the Property by judicial process could cause irreparable damage to the Seller and to the Property. Therefore, the Purchaser hereby expressly agrees that in the event of any default under this contract which is not cured the Seller shall have the right to apply to the Superior Court of the county in which the Real Property is situated for the appointment of a receiver under Chapter 7.60 of the Revised Code of Washington (or any chapter supplemental thereto) to take charge of and maintain control of, manage, farm, or operate the Property, to evict tenants therefrom who are not then in compliance with their leases, to lease any portion or all of the Property in the name of the Purchaser on such terms as the receiver may deem advisable, to make such alterations, repairs and improvements to the Property as the receiver may deem advisable, and to receive all rents and income therefrom and issue receipts therefor, and out of the amounts that are so received to pay all of the debts and obligations for which the Purchaser is liable hereunder prior to or during the period of the receivership, including, without limitation, payments on or for this contract, taxes, assessments, insurance premiums, utility bills and cost of operating, maintaining, repairing and managing the Property. Any sums received by the receiver in excess of said amounts shall be retained by the receiver to discharge all remaining liabilities of the Purchaser under this contract until the entirety of such obligations have been satisfied, at which point any remaining excess shall be paid to the Purchaser without interest; and

(f) Property Rental. If this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchaser and the Seller, and the Purchaser shall thereafter remain in possession of the Property beyond any period otherwise permitted by law, the Purchaser agrees that it will occupy the Property as a tenant at will, and the Purchaser shall be obligated to pay, and hereby promises to pay, during the period of such tenancy at will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two (2) times the Installment Amounts as and when provided for in the Specific Terms hereof, and the Seller shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that

are available to landlords under the laws of the State of Washington, the right to institute and maintain an action for summary possession of the Property as provided by law.

**PURCHASER'S REMEDIES.** In the event the Seller defaults under this contract and such default continues for fifteen (15) days after the Purchaser gives the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchaser shall have the right to specifically enforce this contract, institute suit for its damages caused by such default or pursue any other remedy which may be available to the Purchaser at law or in equity.

**REMEDIAL ADVANCES.** If either party to this contract shall fail to timely pay and discharge any payments or sums for which it has agreed to be responsible herein and said failure constitutes a default under this contract, or shall by any other act or neglect violate the terms and any conditions of this contract, the other party hereto may pay, effect or discharge such sums as are necessary to cure such default upon giving the party required to make such payments not less than fifteen (15) days prior written notice (except in any instance in which the Purchaser fails to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to persons or property or any foreclosure of or a similar action against or affecting any portion of the Property, in which cases such notice may be given concurrently with or immediately following such payment). The party making such payment may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including its reasonable attorney's fees and together with interest on said expenditures and fees at the Contract Rate from the date of expenditure to and including the date of collection or the due date or any sum against which such offset is effected.

**CUMULATIVE REMEDIES; WAIVERS.** The remedies stated herein are cumulative and not mutually exclusive and the Seller or the Purchaser may pursue any other or further remedies to enforce their respective rights under this contract; provided, however, except as provided in this contract with respect to the Purchaser's transfer of the Property, the Seller shall not have the right to accelerate the remaining balance of the Purchase Price in the event the Seller elects to forfeit the Purchaser's interest in the Property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security or that resort must first be taken against any particular security or any other person shall be asserted, and the Purchaser hereby expressly waives any legal or equitable rights that the Purchaser may have with respect to marshaling of assets. The Seller shall not be required to tender its deed or



bill of sale as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for any other existing or subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

**COSTS AND ATTORNEYS' FEES.** If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation), and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. In the event either party hereto institutes any action (including arbitration) to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees that are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity and shall bear interest at the Contract Rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

**NOTICES.** Subject to the requirements of any applicable statute, any notices required or permitted by law or under this contract shall be in writing and shall be personally delivered or sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in this contract. Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Seller may change the address for payments, by designating the same to the other party hereto in the manner hereinabove set forth and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective when personally delivered or, if mailed, on the date of the deposit thereof in the U.S. mail and

irrespective of actual receipt of such notice by the addressee.

**TIME OF PERFORMANCE.** Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

**PARAGRAPH HEADINGS.** The boldface word or words appearing at the commencement of paragraphs and subparagraphs of this contract are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those paragraphs or subparagraphs.

**GENDER AND NUMBER.** The use of any gender or neutral term shall include all genders, and the use of any number shall be construed as singular or plural, as the case may require. The terms "Purchaser" and "Seller" refer to either the singular or the plural, as the case may be.

**DEFINITIONS.** As used herein the term "Property" means all of the estate, right, title and interest currently held and hereafter acquired by the Seller in and to the Real Property described herein and the rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, together with all timber and crops thereon and any repairs, improvements, replacements and additions thereto whether made, erected or constructed by the Seller or the Purchaser prior to or subsequent to the date hereof.

**INVALIDITY.** In the event any portion of this contract should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this contract are thereby defeated.

**LEGAL RELATIONSHIPS.** The parties to this contract execute the same solely as a seller and a buyer. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this contract. Any married person executing this contract hereby pledges his or her separate property and such person's and his or her spouse's marital communities in satisfaction hereof.

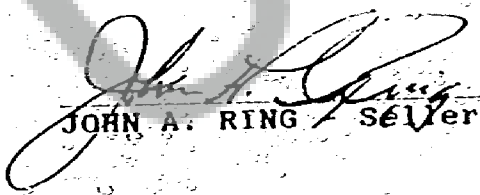


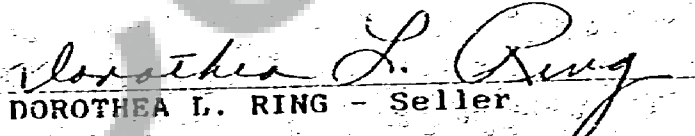
**SUCCESSORS.** Subject to the restrictions contained herein, the rights and obligations of the Seller and the Purchaser shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors in trust and assigns; provided, however, no person to whom this contract is pledged or assigned for security purposes by either party hereto shall, in the absence of an express, written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this contract, or any holder of any interest in the Property, shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but excepting as otherwise required by law, no notices in addition to those provided for in this contract need be given.

**APPLICABLE LAW.** This contract shall be governed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the Real Property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

**ENTIRE AGREEMENT.** This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchaser shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Seller and the Purchaser subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have caused this contract to be executed as of the date and year first above written.

  
JOHN A. RING - Seller

  
DOROTHEA L. RING - Seller

  
TOYOE YOSHIDA - Purchaser

STATE OF Oregon )  
County of Madras ) ss.

Personally appeared the above named JOHN A. RING and DOROTHEA L. RING, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Marie M. Simon  
Notary Public for  
My Commission Expires: 1/4/92

STATE OF OREGON )  
County of Washington ) ss.

Personally appeared the above named TOYOE YOSHIDA and acknowledged the foregoing instrument to be her voluntary act and deed.

Marie M. Simon  
Notary Public for Oregon  
My Commission Expires: 1/4/92