

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Kenneth E. Berg
 Address 11181 NE Weidler #220
 City, State, Zip Portland, OR 97220

SCT-15903

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

REAL ESTATE CONTRACT
 (RESIDENTIAL SHORT FORM)

1. PARTIES AND DATE. This Contract is entered into on September 28 1990
 between THOMAS J. TUCKER and CORRINE A. TUCKER, husband and wife

as "Seller" and

KENNETH E. BERG, a single man

as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the
 following described real estate in SKAMANIA County, State of Washington:
 All that portion of the Northeast quarter of the Southwest quarter
 of Section 27, Township 2 North, Range 6 East of the Willamette Merid-
 ian, in the County of Skamania and State of Washington, which lies
 Northeasterly of the Northeasterly right of way line of Woodard Creek
 Road, and Northerly of that tract conveyed to Kim S. Flood et. al.,
 recorded March 14, 1983 in Book 82, Page 42, Auditors File No. 95481,
 Skamania County Deed Records.

SEE EXHIBIT "A" HERETO ATTACHED

Registered P
 Indexed P
 Indirect P
 Filed 10-5-90
 10-5-90

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: **13903 REAL ESTATE EXCISE TAX**

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

4. (a) PRICE. Buyer agrees to pay:
 \$ 59,000.00 Total Price
 Less (\$ 10,000.00) Down Payment
 Less (\$) Assumed Obligation(s)
 Results in \$ 49,000.00 Amount Financed by Seller.

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming
 and agreeing to pay that certain dated recorded as
 AF# (Mortgage, Deed of Trust, Contract) Seller warrants the unpaid balance of said obligation is
 \$ which is payable \$ on or before
 the day of , 19 interest at the rate of
 % per annum on the declining balance thereof; and a like amount on or before the
 day of each and every 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 , 19 .

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD
 BY SKAMANIA CO. TITLE

Oct 1 3 20 PM '90

P. Lowry
 AUDITOR
 GARY M. OLSON

Glenda J. Kimmel, Skamania County Assessor
 By: Parcel # 1-6-27-3-100

OCT 1 1990
 PAID 755.00

 SKAMANIA COUNTY TREASURER

(c)

PAYMENT OF AMOUNT FINANCED BY SELLER

BOOK 120 PAGE 785

Buyer agrees to pay the sum of \$ 49,000.00 as follows:
\$ 492.17 or more at buyer's option on or before the 1 day of November
1990 including interest from October 1, 1990 at the rate of 10 % per annum on the
declining balance thereof; and a like amount or more on or before the 1 day of each and every
Month 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 October 1, 1990.

Payments are applied first to interest and then to principal. Payments shall be made
at Riverview Savings Bank - P.O. Box 1068, Camas, WA 98607
or such other place as the Seller may hereafter indicate in writing.

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 _____ dated _____, recorded as AF # _____
(Mortgage, Deed of Trust, Contract)

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 from the then balance owing on the
purchase price 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:

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 or 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 October 1, 1990, whichever is later, subject to any tenancies described in
Paragraph 7.

32. OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ _____ per _____.
Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

BUYER

33. ADDENDA. Any addenda attached hereto are a part of this Contract.

34. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER

BUYER

Thomas J. Tucker
Thomas J. Tucker
Corrine A. Tucker
Corrine A. Tucker

Kenneth E. Berg
Kenneth E. Berg

STATE OF WASHINGTON }
COUNTY OF Skamania } ss.
On this day personally appeared before me
Thomas J. Tucker and
Corrine A. Tucker
to me know to be the individual described in
and who executed the within and foregoing
instrument, and acknowledged that
they
signed the same as their
free and voluntary act and deed, for the uses
and purposes therein mentioned.

GIVEN under my hand and official seal
this _____ day of _____, 1990
Stevenson
Notary Public in and for the State of
Washington, residing at Stevenson
My Commission expires 06-01-94

STATE OF WASHINGTON }
COUNTY OF _____ } ss.
On this _____ day of _____, 19____
before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally
appeared _____
and _____
to me known to be the _____ President and _____ Secretary,
respectively, of _____
the corporation that executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act
and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that _____ authorized to execute
the said instrument.
Witness my hand and official seal hereto affixed the day and year
first above written.

Notary Public in and for the State of Washington, residing at _____
My Commission expires on _____

EXHIBIT "A"

SUBJECT TO:

1. Slope Easement in favor of Skamania County, as set forth in Deed recorded July 14, 1971 in Book 63, Page 101, Skamania County Deed Records.
2. Easement for Utilities over and across the South 15 feet, including the terms and provisions thereof, in favor of Lewis River Ranch, a partnership, recorded September 14, 1987 in Book 106, Page 609, Auditors File No. 103811, and re-recorded in Book 107, Page 70, Auditors File No. 104049, Skamania County Deed Records.