## 110764

Filed for Record at Request of Columbia Title Company AFTER RECORDING MAIL TO:

Name	Columbia Title Company	rinemiota anta consecuta della gellaca da podiciona.
Address	1000 East Jewett Elvd.	Registered 4
City, State, Zip	White Salmon, WA 93672	Indexed, Uir
	and the second	Filmed 3 1 30
Escrow No. 1	6032	Mailed

This Space Reserved For Recorder	ra Use:
STATE SECORD WASHING SKAMANIA.CO. TITLE	
Jan 29 11 02 11 19 1 1 1 1 1 2 11 1	
CALLYS	

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)

	The state of the s	on January 18, 1991 NTER, husband and wife
SHEILA J.	GOLDEN, a single person	CHARLES HE CANNOT THE PROPERTY OF THE PROPERTY
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fellowing des	scribed real estate in <u>SKAMANIA</u>	es to sell to Buyer and Buyer agrees to purchase from Seller the County, State of Washington:
Township	f land in the South half of the 3 North, Range 8 East of the 3 and State of Washington descr	he Northeast quarter of Section 27, Willamette Meridian in the County of ibed as follows:
Plats, Pa	Lot 3 of the Lyle and Mary Frage 183,in the County of Skama	
SUBJECT T LYING WIT	O: 1991 PROPERTY TAXES and RENIN THE ROAD.	IGHTS OF THE PUBLIC IN AND TO THAT PORTICE 5 0
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		14103
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	e purchase price is attributed to personal	included in the sale is as followed ESTATE EXCISE THE ENGINE THE PAID 304.40 P
No part of th	e purchase price is attributed to personal personal personal PRICE. Buyer agrees to pay:  \$	property.  PAID 326.40  Total Price SKAMANIA COUNTY GRASUER TO SEA
No part of th	PRICE. Buyer agrees to pay:  \$ 25,500.00  Less (\$ 5,000.00	) Down Payment
No part of th	PRICE. Buyer agrees to pay:  \$ 25,500.00  Less (\$ 5,000.00	) Down Payment
No part of th	e purchase price is attributed to personal personal personal PRICE. Buyer agrees to pay:  \$	) Down Payment
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(c)	PAYMENT OF AMOUNT FINANCED BY SELLER.
	Buyer agrees to pay the sum of \$ 20.500.00 as follows:
	3 270.46 or more at buyer's option on or before the 15th day of
	// MARCH 1991 including interest from Canuary 29, 1991
	at the rate of10.0000.% per annum on the declining balance thereof: and a like amount or more
	on or before the15th 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 eash out date.
NOTWITHST	ANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN
FULL NOT L	ATER THAN // JANUATY 29 2001

Fayments are applied first to interest and then to principal. Payments shall be made at P.O. BOX 393. CATSON. WA 98610 or such other place as the Seller may hereafter indicate in writing.

- 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 "qual 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: dated , recorded as AF#

- 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 Paragrapi. 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 attorney's fees and costs incurred by Buyer in connection with the delinquercy 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 noider 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 perments called for in such prior encumbrance as such payments become due.
- 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:

RIGHTS OF THE PUBLIC IN AND TO THAT PORTION LYING WITHIN THE ROAD.

## 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 leed 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.
- LATE CHARGES. If any payment . De 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.
- NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Centract 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 it by Buyer in writing.
- POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or , 19 whichever is later, subject to any tenaucies described in Paragraph 7.

- 12. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a hen 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. Huyer 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 charge 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 ass med 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 ancumbrances, 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 de, osits in escrow any deficiency with instructions to apply the funds on the restoration 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 there of 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. PISK 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. WAGTE. 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 seil, 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 Jays after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the conformation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with nistructions 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
- 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 sames 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 Euger 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 straing 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 attorney's 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.
- 22. BUYER'S REMEDY FOR SE'LER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer m2, 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 par hereunder shall not be construed as a waiver hereunder and shall not prejudice any remedies	of strict performance th	performance of the other party's obligations crafter of all of the other party's obligations
24. ATTORNEY'S FEES AND COSTS. In breach agrees to pay reasonable attorney's fe incurred by the other party. The prevailing part proceedings arising out of this Contract shall be suit or proceedings.	es and costs, including c tv in any suit instituted ari	sing but of this Contract and in any forfaiture
25. NOTICES. Notices shall be either person by regular first class mail to Buyer at 2.0. BO	nally served or shall be se IX 183, Penngrove,	nt certified mail, return receipt requested and CA 94951
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or such cher addresses as either party may sp served or mailed. Notice to Seller shall also be se	ecify in writing to the other to any institution receive	er party. Notices shall be deemed given when ing payments on the Contract.
26. TIME FOR PERFORMANCE. Time :	is of the essence in perf	camance of any obligations pursuant to this
27. SUCCESSORS AND ASSIGNS. Subject shall be binding on the heirs, successors and assignments.	t to any restrictions again gns of the Seller and the B	st assignment, the provisions of this Contract
28. OPTIONAL PROVISION SUBSTITUTION SUBSTITU	Paragraph 3 herein other hereby grants Seller a sec property and agrees to exc	urity interest in all personal reconnects ensailful.
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o) lease. (d) assigns, (e) contracts to convey, se confeiture or foreclosure or trustee or sheriff's samp at any time thereafter either raise the interpolation of the purchase price due and payable. I ransfer or successive transfers in the nature of stock shall enable Seller to take the above action to a spouse or child of Buyer, a transfer incinitaritance will not enable Seller to take any accondemnor agrees in writing that the provision property entered into by the transferee.	II, lease or assign, (1) gran ale of any of the Buyer's in erest rate on the balance of one or more of the entititems (a) through (g) abo. A lease of less than 3 yeardent to a marriage dissection pursuant to this Pars of this paragraph apply	aterest in the property or this Contract, Seller of the purchase price or declare the entire ies comprising the Buyer is a corporation, any we of 49% or more of the outstanding capital ars (including options for renewals), a transfer by agraph; provided the transfere other than a
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periodic payments on the purchase p	rice. Buyer agrees to pay Seller su	S AND INSURANCE. In addition to the ach portion of the real estate texes and ount due during the current year based on
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33. ADDENDA. Any addenda attache	ed hereto are a part of this Contract.	The second secon
34. ENTIRE AGREEMENT. This C agreements and understar ugs, written Buyer.	contract constitutes the entire agreem or oral. This Contract may be amen	ent of the parties and supercedes all prior ded only in writing executed by Seller and
IN WITNESS WHEREOF the parties ha	ave signed and sealed this Contract th	e day and year first above written.
SELLER		BUYER
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nentioned in this instrument.		voluntary act for the uses and purposes
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	My appointment expires:	and have not the sure of the state of the st

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34. ENTIRE AGREEMENT. This Co agreements and understandings, written of Buyer.	ontract constitutes the entire agreement of the or oral. This Contract may be amended only in	parties and supercedes all a writing executed by Selle
	ve signed and sealed this Contract the day and	ear first above written.
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