FILED FOR RECORD AT REQUESTOR

WHEN RECORDED RETURN TO

Name

JAN C. & PAMELA J. SCHMALING

Address

205 South 17th Avenue

City, State, Zip.

Yakima, WA 98912

03-75-36-3-2-2000-00

ANY OPHONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - -WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT = - 48 NOT A PART OF THIS CONTRACT

REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM):

PARTIES AND DATE. This Contract is entered into on December 13, 1991

DENNIS V. M.EVOY and RHODA E. HOEVOY, husband and wife between

[Seller" and

Resistered โดยโลก

insurect

JAN C. SCHMALING and PAMELA J. SCHMALING, husband and wife----

2 SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in SKA IANIA County, State of Washington:

Lots 45 and 46 HILLIOP MWIOR according to the Amended Plat thereof recorded in Book "A" of Plats, Page 110, in the County of Skamania and State of Washington. -----

SUBJECT TO:

- The rights of the Public in Roads and Highways.
- Right of Way Easement for Utilities, including the terms and provisions thereof, in favor of Public Utility District No. 1 for Skamania County, recorded March 6, 1962 in Book 49, Page 414, Auditors File No. 59587, Skamania County Deed Records.
- PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

14694

NONE

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

4: (a) , PRICE. Buyer agrees to pay:

22,500.00 6,000.00 Less

Total Price) Down Payment 1344.25 (28800/56.25

Less Results in \$ 16,500.00 3 Assumed Obligation (s) Amount Financed by Selfer.

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain dated Seller warrants the unpaid balance of said obligation is

AL#

interest at the rate of

which is payable\$ \$. 19 the day of

% per annum on the declining balance thereof; and a like amount on or before the

thereafter until paid in fullday of each and every 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 DULIN FULL NOT LATER THAN

(c) PAYMENT OF AMOUNT FINANCED BY SELLER

Buyer agrees to pay the sum of \$ 16,500,00

as follows

S 265.93 or more at buyer's option on or before the 15th day of January

19 92 interest from said date at the rate of 9 % per annum on the declining balance thereof; and a like amount or more on or before the 15th 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
LUTE NOT LATER THAN — December 15 — 19 98

Payments are applied first to interest and then to principal Payments shall be made at FIRST INDEPENDENT BANK P.O. Box 340, Stevenson, WA 98648 *Deposit to Account or such other place as the Seller may hereafter indicate in writing No. 21 105121*

- 5. FAILURE TO MAKE PAYMENTS ON ASSEMI DOBLIGATIONS. 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 feels incurred by Seller in connection with making such payment.
- 6 (a) OBHGATIONS TO BE PAID BY SELLI R. 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

a disted

accorded as AL a

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDIENDUM.

(b) LQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes fall to the balances owed on prior encumbrances better paid by Seller Buyer will be deeped to be a second seller.

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.

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 temedy 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 trom the then balance owing on the parchase price and reduce periodic payments on the balance due Seller by the payments eafled 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, casements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller.

ANY ADDITIONAL NON-MONITARY ENCUMBRANCES ARE INCLUDED IN ADDENDEM.

- 8 I UFFILI MENT 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 I FFECT 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.

- 12 LAM 8. A881 SSMI NTS AND UTILITY THENS Briver agrees to pay by the date due all taxes and assessments becoming a life against the property after the date of this Contract Briger against the result of such contest any vision taxes or assessments so long as no fortentiare of since the property of the property at the passes the result of such contest. Buyer agrees to pay when due any utility charges which may begin in a superior to Seller's interest under this Contract. It real estate toyes and penalties are assessed against the property subsequent for fate of this Contract because of a charge fit use prior to the date of this Contract for Open Space. I arm Agricultural or Limber classifications approved by the County of because of a Sendor Citizen's Decimation to Deby Property Taxes filed prior to the date of this Contract Buyer may demand in within payment such taxes and penaltics within 30 days. If polyment is not made, Buyer may pay and deduct the amount thereof plays a panalty 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 nerem continuously insured under tire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Sélier or toll 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 mount rances that it is Seller as their interests may appear and then to Buyer Buyer may within 30 days after loss regionate a contract to substantially restore the premases to their condition before the loss. If the insurance physicist are sufficient to pay the contract price for restoration or if the Buyer deposits an eserow any Bellejenes with instructs as to apply the funds on the resortation contract the property shall be assorted unless the underlying encauebrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due her ainder meanth order as the Seller shall determine In the event of forfeiture, all rights of Buser of insurance policies then in torce shall pass to Seller.
- 14 NONPAYMENT OF TAMES INSURANCE AND CHILITIES CONSTITUTING FIFT NO Believe tails to pay taxes or assessments insurance premiants of utility charges constituting tiens prior to Seller's interest under this Court at Seller may pay such gious and Buyer shall tertinate pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and automory's tees mentiod in connection with making such payment.
- (Soller his agents and subagents have made no representation or warranty concerning the physical condition of the property or the assist (which it may be put other than as sectorn herein. Bayer agrees to maintain the property in such condition as complies with all applicable laws.
- 16. RISKOF FOSS-Buyer shall rear the risk of asset or destingtion of condendation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligatoris phismant to this Contract.
- WASTI Bayer shall keep the property angoral repair at 4 shall not commut or softer waste or will tail damage to or destruction of the property. Buyer shall not remove commercial tumber without the written consent of Seller.
- AGRICULTURAL USE. If this property is to be used principally tog agricultural purposes. Buser agrees to conduct tarm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted. Buyer consents to Seller's entry of the premises to take any reasonable action to conserve soil, crops, trees and livestock.
- ONDI MNATION Series and barset 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 8t days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the buyer deposits in excrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide offserwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct
- 20 DEFAULT It the Bayer tails 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
- (c) Forfeit Buyer's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may 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 sums 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 It days after the forterible.
- payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's less and costs incurred for services in preparing and sending such Notice and stating that it 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 of 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, fate charge and teasonable attorneys less and costs.
- (e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.
- 21. RECEIVER, If Seller has institued 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 REMI DYTOR SELLER'S DEFAULT. It Seller tails 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 Tailure 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 ATTORNI YS TTTS 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 many fortentire proceedings arising out of this Contract shall be entitled to receive reasonable attorneys fees and costs incurred in such suit or proceedings.
- 25 NOTICES Sources shall be either personally served or shall be sent-certified mail return receipt requested and by regular first class, mail to Buyer at

and to Seller at

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.

- 20. ... HMI_LOR PI RI ORMANCI. Time is of the essence in performance of any obligations parsulant to this Contract.
- 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
- OPTIONAL PROVISION - SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any specisonal property specified in Paragraph 3 herein other personal property of fike nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security inverse; in all personal property specified in Paragraph 3 and tuture substitutions for such property and agrees to execute a triancing statement under the Uniform Commercial Code reflecting such security integes.

SETTER STATE INDIALS BUYER

"29 OPTIONAL PROVISION -- ALTERATION'S Buyer shall not make any substantial alteration to the improvements on other property without the prior writen consent of Seller, which consent will not be unreasonably withheld.

SELLER INDIALS BUYER

OPTIONAL PROVISION -- DULONS M.I. It Buyer, without written consent of Seller, tax conveys, to iselfs, techeases, (d) assigns, techemicals to convey, sell-lease or assign, (f) grants an option to buy the property (g) permits a fortesture of toreclosure or trustee or sheriffs 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 tygake 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.

STILLER INITIALS S BUYER

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.

SHILLE INTHALS: BUYER

OPTIONAL PROVISION—PERIODIC PAYMENTS ON TAXES AND INSURANCE In addition to the periodic payments on the purchase pince. Buyer uples to pay Seller such pornion of the real estate tives and assessments and fire insurance premium as will approximately total the amount due diffring the current year based on? Seller's reasonable estimate.

The payments during the current year shall be 8

Such preserve payments from Buyer shall not accrue interest. Seller shall pay when due all realiestate taxes and insurance premiums, it any and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year fertelect excess or deficit halances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SHIFER.

"INHIALS

BUYER

- 35 ADDI NDA Any addenda attached hereto are a part of this Contract,
- 34. FNHRI AGREEMENT This Contract constitutes the entire agreement of the parties and supprecides on prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

JN WHNESS WHERJ OF the parties have signed and scaled this Contract the day and war first above written

DEMNIS V. MCEVOY
RHODA E. MCEVOY

JANG SCHALING LING PATELA J. SCHALING



BUYERS CANNOT ASSIGN CONTRACT WITHOUT SELLERS WRITTEN PERMISSION

INSTAL HERE

STATE OF WASHINGTON

COUNTY OF SKAMANIA

On this day personally appeared before me

DENNIS V. & RHODA E. EXEVOY 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

4th day of Dec. 19 91

otan Rublic in and for the State of

My Commission expires 3-14-95 -

OF WASHING

STATE OF WASHINGTON

COUNTY OF

On this

day of

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

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

BOOK /26 PAGE 490

THIS SPACE PROVIDED FOR RECORDERS USE

OKAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

OCAR 12,90

WHEN RECORDED RETURN TO

FILED FOR RECORD AT REQUEST OF

16017

Name JAN C. & PAMELA J. SCHMALING

Address 205 South 17th Avenue Indirection of the Strythson wash.

City. State, Zip Yakima, WA 98912

SKAMANIA COUNTY Indexed Indirection of the Strythson wash.

Indirection of the Strythson wash.

Mailed

03-75-36-3-2-2000-00

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)

betweenI	DENNIS V. MCEVOY	Y and RHODA E. N	McEVOY, husband and w	rife	7.588880C
			2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	as "Seller"	and know
JAN C. S	CHMALING and PAN	WELA J. SCHMALIN	G, husband and wife	as "Bu	yer."
2. SALE ANI following description	DLEGAL DESCRIP ribed real estate in	TION. Seller agrees to SKAMANIA	sell to Buyer and Buyer agre	es to purchase from Selle unty, State of Washingto	er the
"A" of Pla	ts, Page 110, i	NOR according to n the County of	the Amended Plat the Skamania and State of	ereof recorded in a Washington	and services of the part of th
subject to	в. ч	lic in Roads and	l Highways.		, ,
in fav	or of Public Ut 2 in Book 49, P	ility District N	including the terms a Wo. 1 for Skamania Cou es File No. 59587, Ska	unty, recorded Mar amania County Deed	r ch
3. PERSON	AL PROPERTY. Per	rsonal property, if any	, included in the sale is as fo	14 (594
NONE			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	neal estate	EXCISE TAX
		tributed to personal p	roperty.	DEC 13	1991
4. (a)	PRICE. Buyer ag	22 500 00	Total Price	run + 244.25	(\$288a6 \$4.25
	Less (\$	6,000.00	Down Payment Assumed Obligati Amount Finance rees to pay the above Assum	on (s) Ayuti	T/ 17.22.2.2.3
	Less (\$	16 500 00	Amount Finance	d hv Seller V v v v	
(b)	Less (\$ Results in \$1 ASSUMED OBLI and agreeing to pa	IGATIONS. Buyer ago ty that certain	rees to pay the above Assum	d by Seller	uming ded as
(b)	and agreeing to pa	ay that certainwhich	se. Dood of Front Contract) dated Seller warrants the unpaid is payable\$	record d balance of said obligation on or	ded as tion is before
(b)	and agreeing to pa	ay that certainwhich	se. Dood of Front Contract) dated Seller warrants the unpaid is payable\$	record d balance of said obligation on or	ded as tion is before
(b)	and agreeing to pa AF# Sda theda	which ay of which	age. Decided From Contract) Seller warrants the unpaid is payable\$ 19 (including/ploined balance thereof; and a left)	record balance of said obligation on or interest at the raike amount on or befo	ded as tion is before
NOTWITHS	and agreeing to pa AF# the da day of Note: Fill in the d	which which y of nnum on the declinir f each and every	is payable\$	record balance of said obligation or or interest at the riske amount on or beformil paid in full. arly cash out date.	ded as tion is before ate of tre the

BOOK 126 PAGE 491 . . .

\$ 265.93 or more at buyer's option on or before the 15th day of January 19 92 interest from said date at the rate of 9 % per annum on the declining balance thereof; and a like amount or more on or before the 15th day of each and every month the reafter 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 December 15 19 98. Payments are applied first to interest and then to principal. Payments shall be made at FIRST INDEPENDENT BANK P.O. Box 340, Stevenson, WA 98648 *Deposit to or such other place as the Seller may hereafter indicate in writing. No. 21 105121* 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	(c)		AMOUNT FINANC			as follows:
declining balance (fifereof), and alike amount or more on or before the15th_ day of sech and every more than the color with paid in full. Note: Fill in the date in the following two lines only if there is an early cash out date. NOTWITHISTANDING THE ABOVE. THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN		\$ _265.93	or more at buyer's o	ption on or before		of January
NOTE IT STANDING THE ABOVE. THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN		month	ce thereof; and a like a thereafter unt	mountor more on o il paid in full.	before the <u>15th</u>	_day of each and every
at FIRST INCEPEDENT BANK P.O. BOX. 34(0). Stevenson, WA. 98648. **Seposit: to or such other place as the Seller may hereafter indicate in writing. No. 2. I 105121. 5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLICATIONS. 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, penalities, and costs assessed by the Holder of the assumed obligations. The 15-day period may be shorteded to avoid the exercise of any remedy by the holder of the assumed obligation Buyer shall immediately after such payment by Seller reimbures Seller for the amount of such payment plus all actors 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	NOTWITHS FULL NOT	Note: Fill in STANDING THE. LATER THAN	the date in the follow ABOVE, THE ENTIR December 15	E BALANCE OF P 19 <u>98</u>	RINCIPALAND	INTEREST IS DUE IN
on assumed obligation(s). Soller may give written notice to Buyer that unless Buyer makes the delinquent payments, within infeen(t) days, Seller will make the payment(s), together with any late change, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shorthered to avoid the exercise of any remed 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(\$%) of the amount so paid plus all costs and attorney? 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: 7. **Continue to the continue to the payment so the payment so the purchase price the purchase price in full.** 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 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 the that time delive to Buyer a failuil next deed in a cort dance with the provisions of Paragraph 8. (c) PALLINEO SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance. Buyer may give written notice to Sellenthat unless Seller makes the delinquent payments to the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy 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 and sold sassessed by the holder of the prior encumbrance and the seller that the seller here in Anna payments to gote the with any tack of		at FIRST IN	EPENDENT BANK P	O. Box 340, St hereafter indicate	evenson, WA ' in writing, No. 2	98648 *Deposit to 1 105121*
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	on assumed within fiftee and costs ass any remedy l Seller for the	URE TO MAKE P obligation(s). Seller n (15) days, Seller w essed by the Holder by the holder of the e amount of such pa	AYMENTS ON ASSI may give written noti- ill make the payment of the assumed obligati assumed obligation. B yment plus a late char	JMED OBLIGATI ce to Buyer that unle (s), together with an on(s). The 15-day per uyer shall immedia ge equal to five pero	ONS. If Buyer fails ss Buyer makes the r late charge, addit lod may be shorten ely after such payn ent (5%) of the amo	to make any payments delinquent payment(s) ional interest, penalties, ed to avoid the exercise of nent by Seller reimburse
hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full: That certain Compare Dead of Troc Centers dated recorded as AF #				ិ ភ ស		
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 encombrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfill ment 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 definquent payments within 15 days, Buyer will make the payments to the payments within 15 days, Buyer will make the payments to the payments seller makes the definquent payments within 15 days, Buyer will make the payments of the amounts 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 the new payments between the seller 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 encumbrance such payments become due. 9. LATECHARGES. If any payment on the purchase price is not made within ten (10) days after the date in the subject of the prior payments on the payments on the balance due Seller 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 full fall of the payment of the subject of the prior payment such that payment such that payment deed.	 (a) OBL; hereunder the full: 	IGATIONS TO BI he following obliga	tion, which obligation	n must be paid in su	li when Buyer pay	rs the purchase price in
(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 say made 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 SELLERTO 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 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 not 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. 5. FULFILLMENT DEED. Upon payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a la		(Mortgage, Deed of Trave, Co	ntract)			*
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- 12. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien 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. Buyer 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 change 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 assumed 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 encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substanially 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 deposits in escrow any deficiency with instructions to apply the funds on the resortation 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 thereof 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 RISK 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. WASTE. 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 soil, 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 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions 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
- (c) Forfeit Buyer's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may 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 sums 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 Buyer 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 stating 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 attorneys' fees and costs.
- (e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.
- 21. RECEIVER. If Seller has institued 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 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.

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