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FILED FOR RECORD AT REQUEST OF

WHE			

Name
P.O. Box 2316
City State Zip Lake Oswego, Or 97035

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LPB-44 REV 88

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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	December 6, 1991	
between Carleton W. Moore and Jo	y M. Moore, husband	and wife and Timot	hy E. Lewis
and Kathryn L. Lewis, husband	and wife		as "Seller" and
Robert Radford, an unmarried	man		
			as "Buyer."
2. SALE AND LEGAL DESCRIPTION.S following described real estate in	Seller agrees to sell to Buye Skanania		
Lot 12, HIDEAWAY II, according Page 4, in the County of Skam			k B of Plats,
		14708 REAL EST	TATE EXCISE MAX
			2.0 1991
		P	13.14
		<u> </u>	Codut No.

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

No part of the	purchase pri	ice is attributed to per	rsonal property.		The second secon
l. (a)	PRICE	Buyer agrees to pay \$ 22,950.00		Total Price	-
	Less	(\$ 1,500.00		Down Payment	-
	Less	(s –0–		Assumed Obligati	on(s)
	Results in	s 21,450.00	·	Amount Finance	i by Seller.
(b) N/A	ASSUMEI				ed Obligation(s) by assumin
*					recorded a
	AF#		Seller v	varrants the unpaid	balance of said obligation i
	\$				on or befor
-	the	day of	19	(iacludag/plut)	interest at the rate of
		% per anum on	the declining bala	ance thereof; and a	like amount on or before th
		day of each and e	verv	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

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

Page 1 of 5 LPB-44 REV 88

PAYMENT OF AMOUNT FINANCED BY SELLER
Buyer agrees to pay the sum of \$ 21,450.00

Buyer agrees to pay the sum of \$ 21,450.00

\$ 257.44 or more at buyer's option on or before the 19th day of January

19 92 including interest from 12-19-91 at the rate of 12 per annum on the declining balance thereof, and a like amount or more on or before

19th day of each and every

declining halance thereof; and a like amount or more on or before 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 INTERESTINGUE. IN

FULL NOT LATER THAN December 19

Payments are applied first to interest and then to principal Payments shall be made at Guardian Contract Services, P.O. Box 2316. Lake Oswego, Or 97035 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 nonce to Buyer that unless Buyer makes the delinquent payment si within fitteen (15) days. Seller will make the payment(s), together with any late charge, additional interest, penalicis 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 remembers 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.

for the OBEIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments recorded foreunder the rediowing obligation, which obligation must be paid in full when Bayer pays the purchase properties.

that certain Contract

dated 2-13-91

conded a AF 🚁 110858

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM

this QUITY OF SELLER PAID IN FULL, If the balance owed the Seller on the purchase price herein by comes 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 fasther 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 debaquent payments on any prior encumbrance. Buyer may give written notice to Seller that unless Seller makes the debaquent payments within 18 day 8. Billyer will make the payments together with any late charge, additional interest. The object and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the encurs of the remediate the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge. The of the innounces of paid and also attorneys. Itees and costs incurred by Buyer in connection with the delinquent of them payments to at becoming due before on the purchase price. In the event Buyer makes such delinquent payments three occasions. Buyer shall have the right to make all payments due thereafter direct to the holder of our highest encumbrance and deduct the their balance owing on such prior encumbrance from the their balance owing on such prior encumbrance from the their balance owing on the balance due beller by the payments called for in such poor an unbrance as such payments become fue.

OLHER ENCL MBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenencies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller.

Lasement over the Southerly 5 feet of Lot 12 as shown on recorded plat; Restrictive Covenants recorded under Auditor's File No. 82918, Skamania County Deed Records.

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM

- 8 FULFILLMENT DEFD Upon payment of all amounts due Seller. Seller agrees to deliver to Buyer a Statisticary Warranty. Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply the encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by the beging under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.
- 9, IAIL CHARGES Itany payment on the purchase price is not made within ten (10) days after the date it is que, 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 lates, harges are due shall be applied to the late charges.
- 10 NO ADVERSE FEELO ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Coe transwith not cause in any prior on cumbrance (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.
- POSSESSION Buyer is entitled to possession of the property from and after the date of this Conffact recording whichever is later, subject to any tenancies described in Paragraph?

- 13. TAXES. ASSESSMENTS AND UTILITY TIENS Buyer agrees to pay by the date die all taxes and assessments becoming a hen against the property after the date of this Contract. Buyer may in good faith contrest and 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 hens superior to Seller's interest unider this Contract. It 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 Semor Citizen's Declaration to Deter Property Taxes filed prior to the date of this Contract. Buyer may demand inwriting payment or such taxes and penalties within 30 days. It 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.
- INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under the and extended coverage policies in an amount not less than the halances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All process 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 with insurance proceeds are sufficient to substantially restore the premises to their condition before the loss, it 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 resonation contract, the property shall be restored unless the amount collected under any insurance policy shall be applied or many amounts due hereunder in such order as the Seller shall determine. In the event of tortenure, all rights of Buyer in insurance policies then in torce shall pass to Selfer.
- 14 NONRAYMENT OF VAXES. INSURANCE AND CHILITIES CONSTITUTES OF THE NOTE Beset tails to pay takes grasses ments insurance premiums or utility charges constitutive bens prior is seller sincless imperithis. Contract Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a later harge of 8% for the amount thereof plus any costs and attorney stees incurred in connection with making such payment.
- CONDITION OF PROPERTY Buyer accepts the property in its present condition and acknowledges in a seller, his agents and subagents have made no féphisentation or warranty goncerning the physical condition or the property or the uses to which it may be put other than as sociorth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.
- (i) RISKOF TOSS Busershall bear the risks the sport of this to non-condemnate post the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Community.
- AT WASTE Basics shall keep the property in constrep in indistrality degramator safter waste or wild all darking to obtain the most the property. Buyer shall not remove our model and influence without the written consent of Seller S.
- The AGRICULTURAL USE It this property is to be used principally for agricultural purposes, Buxer agrees to confluct farm and lives to keep ratio to an accordance with good trushanders practices. In the event a fortentiar action is instituted. Buser consents to Selter's entry in the premises to take any peas, mable action to conserve soil crops, trees, and livestock.
- 19 CONDEMNATION scale or to the model of appropriate statement the property in any action concerning condemnation that a contribution is to be Business within obtains after condemnation and removal of improvements any time a contribution of the property of the property of the Business deposits in escribing deficient, with a strictly associated as a spirit of the second order of the property shall be restored unless underlying encounterances provide the restored or to the second order of the property shall be restored unless underlying encounterances provide the restored or to the second order of the property shall be restored unless underlying encounterances provide the restored or the second order of the property and provide the parameter due to the property and the property a
- 20 DEFAULT It in Books at the contract Scherings of the Books at the Contract of Scherings of the Contract of
 - (a) Suit for Installments, Suit trained of the interesting avenues on
- (b) Specific Performance. See for specific performance of any of Buyer's obligations pursuant to this Contract of
- real forfeit Buyer's Interest. Forten this Contract paisuant to Ch. 61.30. RCW as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes, in all right, fitle and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated, in the Buyer's rights under the Contract shall be cancelled. (ini 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, civiall 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 forteiture.
- (d) Acceleration of Balance Due. One Buyer written nofice demanding payment of said delinquencies and payment of a late charge of the of the amount of such delinquent payments and payment of seller's reasonable attorneys tees 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 jeasonable attorneys, tees and costs.
- The Jee Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Boyer may be hable torus deficiency.
- Fig. 18ECTIVER It Solies 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.

* 1)

- BUYER'S REMEIFY 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.
- 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
- 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 scarcnes, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys fees and costs incurred in such suit or proceedings.
- 25 NOHCES Notices shall be either personally served or shall be sent certified mail return receipt requested and by regular first glass mail to Buyer at

4209 ST Johns Blvd. Vancouver, Wa. 98661

and to Seller at

2229 E. Burnside #140, Gresham, Or 97030

for such other addresses as either party may specify in writing to the other party. Notices shall be decreed given when served or of each Society's Seller shall also be sent to any institution receiving payments on the Contract of

- 27 HMULOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant of this Connect.
- 27 SUCCI SSORS AND ASSIGNS Subject to any restrictions against assignment, the provisions of this Contract shall be rinding on the heirs successors and assigns of the Seller and the Buyer.
- 28. DOPHONAL PROVISION. SUBSHITUTION AND SECURITY ON PERSONAL PROPERTY Buyer that still still the for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer costs for each tolerand any encumbrances Buyer hereby grants Seller a security interest in all personal property symmetric for a security interest in all personal property symmetric for a security in the security in the security interest.

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20% OPHONAL PROVISION -- ALTERATION'S hover shall not make any substantial alteration to the triple contents on the program satisfies the prior written consent of Seller, which consent will not be prior, a mark withheld

2.4	SHILER		INITIALS		BUYER
, N/A		7		N/A	
N/A		2		N/A	

OPHONAL PROVISION: DUE ON SALE It Buyer, without written consent of Seiler, (a) conveys, it is elis, actileaters, trassigns, (a) contracts to convey sell, leave or assign, (f) grants an option to buy the property by permissa fortesting of toreclosure or trustee or sherriffs sale of any of the Buyer's interest in the property of this Contract. Seiller may at any time thereafter either raise the interest rate on the balance of the purchase price of déclare the option 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 uncluding options for removalism transfer to appoint on child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph, provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

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10 P	-	and the second	ī.	÷	2	N/A	
14/4			1.	*		te/A	

OPTIONAL PROVISION -- PRI-PAYMENT PENALTIES ON PRIOR ENCLYMBRANCES if Buser elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incors prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price

SHILE INITIALS BUYER
N/A
N/A

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. n/a The payments during the current year shall be \$ 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. INITIALS BUYER N/A N/AN/A 3.1 ADDENDA Any addenda attached hereto are a part of this Contract 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 WIHERFOR the parties have signed and sealed this Contract the day and year first above written Robert Radford Kathryn L. Kewis * Varleton W. model, July M. Moare, Limathy, *
Kathryn L. Lewis and Robert Radjard. * OFFICIAL SEAL VICKI KINMAN Notary Public - State of Washington STATE OF WASHINGTON STATE OF WASHINGTON COLNTY OF Mache 1 158

On this day personally appeared before me COUNTY OF On this day of to dee dhouse + before me, the undersigned, a Notary Public in and for the State of to me known to be the individual described Washington. duly commissioned han in and who executed the within and foregoing appeared They lack, signed the same as Thirt burn and free and voluntary act and deed, for the uses President, and to me known to be the Secretary, and purposes therein mentioned. respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and GIVEN under my hand and official seal deed of said corporation, for the uses and purposes therein 18 day or Med 1991

Notary Public in and for the State of Washington, residing at

Witness my hand and official seal hereto affixed the day and year

authorized to execute

first above written

she State of

Liderfield

mentioned, and on oath stated that

Notary Public in and for

Washington, residing at

My Commission expires



BOOK 126 PAGE 593

A Control of the Cont

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Guardian Contract Services Inc.

Address P.O. Box 2316 City. State, Zip Lake Oswego, Or 97035

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K48645 VK

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)

 PARTIES AND DATE. This Contract is entered into d 	December 6, 1991
etween Carleton W. Moore and Joy M. Moore.	husband and wife and Timothy E. Lewis
and Kathryn L. Lewis, husband and wife	as "Seller" and
Robert Radford, an unmarried man	
	as "Buyer."
2. SALE AND LEGAL DESCRIPTION. Seller agrees to sollowing described real estate in Skannia	ell to Buyer and Buyer agrees to purchase from Seller the County, State of Washington:
Lot 12, HIDEAWAY II, according to the pla Page 4, in the County of Skamania and Sta	ate of Washington.
4	14708 REAL ESTATE EXCISE TAX
	DEC 23 1991
	PAID 293.76
	SKAMANIA COUNTY HAEASURER

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

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

4. (a) PRICE. Buyer agrees to pay

Buyer agrees to pay: \$ 22,950.00 **Total Price** 1,500.00) Down Payment) Assumed Obligation(s) 21,450.00 Results in \$ 21,450.00 Amount Financed by Seller.

ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming (b) N/A of Trus, Contract) and agreeing to pay that certain Seller warrants the unpaid balance of said obligation is which is payable \$ _ . 19__ % per anum on the declining balance thereof; and a like amount on or before the _ thereafter until paid in full. day 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 DUE IN FULL NOT LATER THAN.

Page 1 of 5 LPB-44 REV. 88

BOOK 126 PAGE 594

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(c)	PAYMENT OF A	MOUNT FINANCED BY SE	LLER	• 18	
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FULL NO	T LATER THAN De	<u>cember 19 18 20</u>		I Doumente chal	i he made
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	at <u>Guardian</u>	Contract Services, P.O.	. BOX 2316, L	ake usweyo, or s	3/033
	or such other pla	ce as the Seller may hereafter	indicate in whith	ig. Dunnas faita ta maka an	ny navments
5. FA	ILURE TO MAKE PAY	MENTS ON ASSUMED OB	LIGATIONS, III	suyer rans to make or	toerment(t)
on assum	ed obligation(s). Seller m	ay give written notice to Buyer	inai uriless buyer	makes the ocumquent	et nenalties
within fif	teen (15) days, Seller will	make the payment(s), together	r with any late cha	irge, additional intere	be exercise of
and costs	assessed by the Holder of	the assumed obligation(s). The l	5-day period may	be snonened to avoid to	ar reim hurse
any reme	dy by the holder of the as	sumed obligation. Buyer shall i	mmediately after	such payment of sen	alue all costs
Seller for	the amount of such payr	nent plus a late charge equal to	live percent (376)	of the amount so pard	pius mircosis
and attor	neys' fees incurred by S	eller in connection with making	ng such payment	- 47	
		ALID DV CELLED The College		a to now from novem	ents received
6. (a) O	BLIGATIONS TO BE I	PAID BY SELLER. The Seller	agrees to commi	Rover nave the name	hase price in
hereunde	er the following obligation	on, which obligation must be p	patu in iusi wiicii	Buyer pays the pure	rase price in
full:	Contract	dated2-13-91	,recorded a	. AF # 110858	
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ANY	ADDITIONAL OBLIC	GATIONS TO BE PAID BY S	CLLER ARE IN	the numbers arise her	rein becomes
(b) E	QUITY OF SELLER PA	ID IN FULL. If the balance of	wed the Seller on :	il he deemed to have :	secumed said

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.

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

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.

Easement over the Southerly 5 feet of Lot 12 as shown on recorded plat; Restrictive Covenants recorded under Auditor's File No. 82918, Skamania County Deed Records.

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
- 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 recording ______, 19_____, whichever is later, subject to any tenancies described in Paragraph 7.

- 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 conlest. 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 holdersofunderlying 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 resontation 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.
- 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 tor a deficiency.
- 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.

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BOOK 126 FAGE 596

BUYER

- 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.
- ATTORNEYS' FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

25. NOTICES. Notices shall be either personally served or shall be se by regular first class mail to Buyer at	ent certified mail, return re	eceipt requested and
4209 ST Johns Blvd. Vancouver, Wa. 98661		, and to Seller a
2229 E. Burnside #140, Gresham, Or 97030	- 4	1. 1

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.

- TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this
- 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 personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

INITIALS:

N/A		N/A	
N/A	- 1 ·	N/A	_
29. OPTIONAL PROVISION - improvements on the property w unreasonably withheld.	- ALTERATIONS. Buyer shall no ithout the prior written consent	t make any sub of Seller, which	stantial alteration to the
SELLER	INITIALS:	- 1	BUYER
N/A		N/A	<u> </u>
N/A		N/A	\prec

30. OPTIONAL PROVISION -- DUE ON SALE. If Buyer, without written consent of Seller. (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract. Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER	INITIALS:	BUYER	
N/A		N/A	_
N/A	-	N/A	_
lects to make payments in excess ecause of such prepayments, inc	s of the minimum required payments	ON PRIOR ENCUMBRANCES. If B s on the purchase price herein, and S cumbrances, Buyer agrees to forthwith rchase price. BUYER	eller.
N/A		N/A	
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SELLER

BOOK 126 PAGE 597

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SELLER	INITIALS:	BUYER
I/A	÷ .	N/A
I/A		_N/A
3. ADDENDA. Any addenda atta	ached hereto are a part of this Co	ontract.
4. ENTIRE AGREEMENT. This agreements and understandings, write and Buyer.	Contract constitutes the entire agr ten or oral. This Contract may be	reement of the parties and supercedes all prior e amended only in writing executed by Seller
N WITNESS WHEREOF the partie	es have signed and sealed this Co	ontract the day and year first above written.
SELLER Castiles W. Mass	D No	Roll of
Carleton W. Moore	Rober	t Radford
Joy I Woode () 4	Jan X	
Timothy . Lewis	Lewis	<u></u>
Kathyyn L. Zewis		
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repr L. Lewes an	a Robert KAA	
		OFFICIAL SEAL VICKI KIMMAN
7	STATE OF WASHI	Balen Public State of Machington
Oliving of Wilder	SS.	NGTON My Comm. Emires 12-15-95
On this day personally appeared be	COUNTY OF Country Of C	day of,19
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to me known to be the individual d	escribed Washington, duly	commissioned and sworn, personall
in and who executed the within and instrughent, and acknowledge	oregoing appearedd that	
signed the same as Thur o	war and	
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and purposes therein mendonear	respectively, ofthe corporation the	hat executed the foregoing instrument, ar
	acknowledged the sa	aid instrument to be the free and voluntary act ar ation, for the uses and purposes therein
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Say of Sheef, 199	the said instrument Witness my hand	
Notary Public in and for the Washington, residing at	the said instrument Witness my hand	_