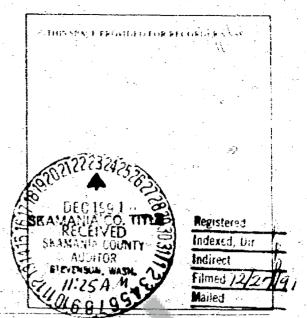
HOOK 126 PAGE 598



FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Guardian Contract Services, Inc.

Address P. O. Box 2316

City State, Zip Lake Oswego, Or. 97035.

K48527vk

IPR 45 Prv sa

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)

Carleton N. Moore and Joy M. Moore, husband and wife and Timothy E. Lewis and Kathryn L. Lewis, husband and wife as "Seller" and David McKenney and Shelley Ann McKenney, husband and wife as "Buyer" SALE AND LEGAL DESCRIPTION Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Skamania County, State of Washington: Ot 10 HIDEAMAY 11, according to the plat thereof, recorded in Book B of plats, age 4, in the County of Skamania and State of Washington. 1 A 7 0 9 REAL EXCISE No part of the purchase price is attributed to personal property (a) PRICE. Buyer agrees to pay 5 23,950,00 Total Price Less (\$ 1,500,00 Down Payment Description of Payment Payment Description of Payment Payment Description of Paym	1. PARTIES				
David McKenney and Shelley Ann McKenney, husband and wife as "Seller" and Buyer agrees to purchase from Seller the Skaman in a County, State of Washington: Ot 10 HIDEAMAY II. according to the plat thereof, recorded in Book B of plats, Page 4, in the County of Skaman in and State of Washington: Ot 10 HIDEAMAY II. according to the plat thereof, recorded in Book B of plats, Page 4, in the County of Skaman in and State of Washington: Ot 10 HIDEAMAY II. according to the plat thereof, recorded in Book B of plats, Page 4, in the County of Skaman in and State of Washington. On part of the purchase price is attributed to personal property (a) PRICE. Buyer agrees to pay 5 23,950.00					
As "Buyer." 2. SALE AND LEGAL DESCRIPTION Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in					
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ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

FULL NOT LATER THAN 19

PAYMENT OF AMOUNT FINANCED BY SELLER. Buver agrees to pay the sum of \$ 22,450.00 day of January 5 247.20 or more at buyer's option on or before the 92 ... interest from 12-16-91, at the rate of 12 🦠 per annum on the day of each and every

16th declining balance 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 NOIWETHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTERESTINES OF A STATE OF THE RESERVE OF THE STATE OF THE

Payments are applied first to interest and then to principal Payments shall Guardian Contract Services, Inc. P.O. Box 2316, Lake Oswego, Or 97035 a such other place as the Seller may hereafter indicate in writing

FAIL URE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any grassionits am assenced appropriate Seller may give written notice to Buyer that unless Buyer makes the delinquent parallel as within integent of days. Seller will make the paymentish together with any late charge, additional interest, payments betogether with any late charge, additional interest, payments anticosts assessed by the Holdered the assumed of higation(s). The 15-day period may be shortened to avoid the exergises of any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller removes Seller for the amount of such payment plus a late charge equal to five percent; 5% of the amount so paid plus 27 doors an Latterneys' fees incorred by Seller in connection with making such payment.

6 A GOBERGAJIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments are more herear left the fallowing ording from which obligation must be paid in full when Buyer pays the purchase or

Contract

2-13-91

ANY AUDITION ACORTIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENUE. F. FOUTTY OF SELLER PAID INFULL If the Balance owed the Seller on the purchase piece herein not be as plates of a relatives owed on prict encumbrances being paid by Seller. Buyer with be occurred to have assisting a west become reference and that diese Buyer shall thereafter make payments direct to the holders of said encumbrange a soa make the testile payments to Silver Selber shall at that time deliver to Buyer a fulfill ment deed in accordance şirde olar eği Paragraşı'n s

ALLURI OF SELLUR TOMAKE PAYMENTS ON PRIOR ENCLMBRANCES RESILIERTANCES Paper or two nanosprior encumbrance? Buyer may give written notice to Seller that unless, beller makes the delifter and proment within 18 days, Boyer will make the payments together with any late charge, additional interest, p. = 1999 costs assessed by the holder of the prior encumbrance. The is-day period may be shortened to avoid the said in a council owne has terrot the proveneumorance. Buyer may deduct the amounts so paid plus a late charge. differencement's apart and any attorpeys fees and costs incurred by Bover in connection with the delenquence of I selective a stone among the Separation the parchase proce In the event Buyer makes such delenquent persons three is a such a Bayer small have the night to make @payments one thereafter direct to the holder of enclinit rance and deduct the then balance owing on such prior encumbrance from the then balance owing purchase; the and reduce periods, payments on the balance due Seller by the payments called for in W. E. eponal brance as just, payments become de

OFFICE ENCLMBRANCES AGAINST THE PROPERTY. The property is subject to encumerate esincluding the following fisted tenancies, easements, restrictions and reservations in addition to the efficiences assumed by Boyet and the obligations being paid by Seller

Easement over the East 5 feet of Lot 10 as shown on the recorded plat; Restrictive Covenants, including the terms and provision thereof recorded under Auditor's File No. 82918, Skamania County Deed Records.

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ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM :

FULFILLMENT DELD. Upon payment of all amounts due Seller. Seller agrees to deliver to Buyer a Statut dry Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer of 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

- · IAH CHARGES. It any payment on the purchase price is not made within ten (10) days after the date it is due, Huyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addinon to ad 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 LEFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will riot cause in any prioriencumbrance (a) a breach. (b) accelerated payments, or (c) an increased interest rate, undessea) Octor (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 Committee. recording 411 . 19 al whichever is later, subject to any tenancies described in Paragraph ?

- 12 TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer lagrees to pay by the date due all taxes less assessments becoming a high against the property after the date of this Contract. Buyer may in good taith 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 hear superior to Seller's interest unlief the Contract. It real estate taxes and penalties are assessed against the property subsequent to date or this Contract because of a charge in user prior to the date of this Contract for Open Space. Farm, Agricultural or Limbur classifications approved by the County or because of a Senior Citizen's Declaration to Deter Property. Laws fried prior to the date of this Contract, Buyer may demand in writing payment of such taxes, and penalties within of that payment is not made. Buyer may pay and deduct the amount thereof plus. So, penalty from the payments next becoming due Seller under the Contract.
- INST RANCT. Buyer agrees to keep bil buildings now or her, after erected on inapproperty described herein continuously insured under life and extended coverage policies in an amount not less than the malances owed on obligations assumed by Buyer plus the balance due Seller, or tull insurable value, which ever is lower. All per conshipted held by the Seller and be in such companies as the Seller may approve and have loss payable tirst to any liquidity of finderly me encumbrances, then to Seller as their interests may appearance there is Buyer Buyer may with in Juriages after loss negotiate a contract to substantially restore the premises to their condition, before the loss, in the imparature proceeds are sufficient to pay the contract price for restoration or if the Buyer slope sits in exceeding deligency with instructions to apply the funds on the resortation contract, the progress shall be restored unless to applied officewise Otherwise the amount collected under any insurance process of interpretable rights of Buyer in mountained policies then in torce shall pass to Seller.
- 14 NONPAYMENT OF TAXES INSURANCE AND WITH THE CONSTITUTE OF THE SERVICE OF THE CONSTITUTE OF SELECT OF THE CONSTITUTE OF SELECT OF THE CONSTITUTE OF SELECT OF THE CONSTITUTE OF THE CONSTITUTE
- CONDITION OF PROPERTY Buyer accepts the property in its present condition and acknowledges that Serger has agents and subagents have finde no representation of warranty concerning the physical condition of the property of the assessment in may be put other than as set touth herein. Buyer agrees to maintain the property in Social condition as sometimes as compiles with all applicable laws.
- it PISK OF LOSS Buyer shall beauthorish of loss for leating from one or denot an operation frequency Analysis of Stall to transieve Buyer from any of Buyer's a rigations pursuant to this Committee.
- 47 A VSTI decorated keepthooping into a contribute delichalised commuter stitletwe their worth can exercise destricted on the property Buyer shall not recover, commencial funder without the written consent of Space.
- 17. Walk UTION USE Is the graphed as he reased principally for agricultural purposes. Bayer agrees to apply the Carm inclines to applications in a confidence with coordinate and individues. Inspections for the first in the premise stiglake any reasonable action to conserve soil crops trees and investock.
- the COSDI MNAHON Self-ranker as a most ach appear as owners of an interest in the property in any action concern a conformation of any partial hologopety. Buyer may within an easier conformation and can easier in province to any factor of outside to substantially restore the premises to their condition referre the remains. If the control of the province of the bover deposits in especial any detailed as a sufficient to pay the contract price for restoration or it the bover deposits in especial any detailed as a substantial province of the property scaling restored unless underlying the analysis of the book province of the property scaling restored unless underlying the analysis of the particless of the particless as some as a particle of the particless of the
- 20 TO TAVITE from Buy rates to the performance term, developing a condition of this Contract Scherman.
 - as Sunt for installments. See for any delinquent periodic payment is a
- (b) Specific Performance. She for specific performance of any of Buyer's obligations pursuant to this Contract set
- to Forteit Buyer's Interest. Forteit this Contract pursuant to Cnool 80, ROW, as it is presently enacted that may be realter be an ended. The effect of such forteiture includes wealthinghthile and interest in the property of the Boyer and all persons claiming through the Buyer shall be terminated, in the Boyer's rights under the Contract shall be concelled, one all sums previously paid under the Contract shall belong to and be retained by the Solder or other person, to whom paid and entitled thereto, exhall approximents made to and unharvested crops on the property improvements are the Solder and exhall be required to Sugrender possession of the property improvements unharvested crops to the Solder long as little the forteitures.
- 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 afterneys fees and costs incurred for services in preparing and sending such Notice and stating that it payment pluryugit 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 infined latery due ambayayable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable quotineys, fees and costs.
- ter Judicial Toreclosure. Sue to toreclose this contract as a mortgage in which event Buyer may be habie for a deficiency.
- RECEIVER It Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving iontal or other income from the property. Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

- BUYIRS REMEDY FOR SELLER'S DEFAULT If Seller fails to observe or perform any term, covenient 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
- ATIORNEYS ELISAND COSTS. In the event of any breach of this Contract, the party responsible for the preach 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 many 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 as such suit or proceedings.
- 25. NOHCLS Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at

13314 SE 19th Street #U2, Vancouver, Wa. 98684

and to Seller at

2229 E. Burnside #140, Gresham, Or 97030

or such a transplantage sesses as entirely party may specify in writing to the other party. Notices shall be deemed given when served at a read Notices that be deemed given when served at a read Notice to Soliceshall also be sent to any institution receiving payments on the Contract

- 26 (a) CIMP FOR ITERIORMANCE. Time is of the essence in performance of any obligations pursuant to this.
- 27 SUCCESSORS AND ASSIGNS Subject to any restrictions against assignment, the provisions of this Contract shall be hinding on the heirs, successors and assigns of the Seller and the Buyer.
- OPTIONAL PROVISION SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY Bayer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Bayer owns tree and release of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph and future substitutions for such property and agrees to execute a unducing statement under tire Uniform Communical Code reflecting such security interest.

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OPHONAL PROVISION—DULLON SALE. It Buyer, without written consent of Seller, (a) conveys the sells, is an associated as a property of the property by permits a testerage of the reclosure of trustee of shellf is said of any of the Buyer's interest in the property of this foot act. Seller may at any time thereafter either ruse the interest rate on the balance of the parchase price of declare the interest rate on the balance of the parchase price of declare the interest rate on the balance of the parchase price of declare the interest rate on the balance of the parchase price of declare the interest rate on the balance of the parchase price of declare the interest rate on the balance of the parchase price of declare the interest rate on the balance of the parchase price of declare the interest on the balance of the parchase price of declare the interest on the balance of the parchase price of declare the interest on the balance of the parchase price of declare the interest on the balance of the parchase price of the balance of the interest on the balance of the parchase price of the balance of the interest on the balance of the parchase price of the balance of the interest on the balance of the balance of the parchase price of the parchase price of the balance of the parchase price of the pa

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A.A.				N/A	
10 A	:	*	i*	11/A	_

OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCY MBRANCES If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, trevagase 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

SELLER BUYER

	*				
periodic payments on the purchase price. Buyer assessments and fire insurance premium as will app	agrees to hav S	eller such porti	on of the real	estate taxes and	
Seller's reasonable estimate.	n/a	20% -	n/a	1 1 1	
and debut the amount	crue interest. Sels so paid to the r	eserve account nces and change	Buver and bene	r Smarr aujuse ure	
SELLER	INITIALS		BUYE		
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33 ADDENDA Any addenda attached hereto				. ±	
agreements and understandings, written or orals?	This Contract ma	ay be amended	only in wheel	Agented by Sene	r
IN WITNESS WHEREOF the parties have signs	ed and sealed th	is Contract the	day and year fi	ist above written	
SELLER 3					
Carleton W. Moore	Davi	id McKenney			: · ·
Joy H. Moore	Shel	Tey Ann Mck	enney	a same of	
Timothy E. Lewis			1		
Kathryn L. Lewis	\times \setminus	\mathbf{Y}	i i i i i i i i i i i i i i i i i i i		
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	COUNTY OF		T _	f 2 N	
On this day personally appeared before me					of
and the second second described					2.
to me known to be the individual described in and who executed the within and foregoing sometiment, and acknowledged that	appeared	· · · · · · · · · · · · · · · · · · ·			, <u>-</u>
signed the same as	and		•		
free and voluntary act and deed, for the uses	to me known to	ive the	President and	Secret	σſÿ.
and purposes therein mentioned	respectively, or	n that execute	at the foregoi	ng instrument	and
GIVEN under my hand and official seal	acknowledged to deed of said co	ATE OF WASHINGTON DUNTY OF On this day of the undersigned, a Notary Public in and for the State of ashington, duly commissioned and sworn, personally peared			
day of	the said instrur	nent	· .		
Notary Public in and for the State of			il seal hereto all	ixed the day and	year
Washington, residing at		gg a sa			
My Commission expires	Notary Pub	lic in and for	he State of W	ishington, residin	g at

My Commission expires on

STATE OF WASHINGTON COUNTY OF Clark	· · · · · · · · · · · · · · · · · · ·	
I certify that I know or have sa	atisfactory evidence th	at Carleton W. Moore and Joy M. Moore
		is the person who appeared before me, and said person
Title Notary STATE OF WASHINGTON COUNTY OF Clark Levis and voluntary act for the uses and burposes mentioned in the instrument. STATE OF WASHINGTON COUNTY OF Clark Corp. Local Capacity Corp. College and voluntary act for the uses and burposes mentioned in the instrument. My appointment expires		
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F 3202 — Individual Capacity	My Comm. Expires 12:15:00	
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F 3202 --- Individual Capacity

BOOK /26 PAGE 598 Chicago Title Insurance Company THIS SPACE PROVIDED FOR RECORDERS USE FILED FOR RECORD AT REQUEST OF WHEN RECORDED RETURN TO Indexed, Dir Guardian Contract Services, Inc. Address P. O. Box 2316 City. State. Zip Lake Oswego, Or 97035 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 16, 1991 Carleton W. Moore and Joy M. Moore, husband and wife and Timothy E. Lewis and Kathryn L. Lewis, husband and wife as "Seller" and David McKenney and Shelley Ann McKenney, husband and wife 2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Skamania County State of Washington. following described real estate in Lot 10 HIDEAWAY II, according to the plat thereof, recorded in Book B of plats, Page 4, in the County of Skamania and State of Washington. 14709 REAL ESTATE EXCISE TAX DEC 23 1991 Sha) Opeth SKAMANIA COUNTY TREASURER 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: \$ 23.950.00 **Total Price** (\$ 1.500.00) Down Payment Less (\$ ______) Assumed Obligation(s)

Results in \$ 22.450.00 Amount Financed by Seller.

ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming (b) N/A Duil of Trac Courses

Seller warrants the unpaid balance of said obligation is which is payable \$ __ on or before interest at the rate of ., 19... % per anum on the declining balance thereof; and a like amount on or before the 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.

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(c)		AMOUNT FIN			£ .				
(-)	Buyer agrees to	pay the sum of \$	22,450.0	00				28	follows:
	\$ 247.20	or more at buyer	r's option or	or before	the $\frac{1}{2}$	5th	day of	Janua	ry
	19 <u>92</u>	interes	t from 12-1	6-91 at	the rate o		% per	annua	on the
		nce thereof; and a l	ike amount thereafter			: <u>16th</u>	day of	each as	nd every
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	TANDING THE	ABOVE THEEN December 16	TIRE BAL	ANCE OF 2011	PRINCI	ALAND	INTERI	EST IS	DUEIN
	Payments are at <u>Guardia</u>	applied first to in Contract Se	ervices,	Inc. P.	0. Box 2	316, La	ments s ke Oswe	hali b ego, (e made Ir <u>9703</u> !
	or such other	place as the Seller	may hereal	ter indica	ite in writi:	ng.			
s. FAILU	IRE TO MAKE P	AYMENTS ON A	ASSUMED	OBLIGA'	TIONS. If	Buyer fail	s to mak	e any p	ayments
on assumed o	hligation(s). Selle	r may give written	notice to Bu	yer that u	nless Buye	r makes th	e delinqu	uent pa	yment(s)
within lifteen	(15) days, Seller v	vill make the payn	neni(s), toge	ther with a	any late ch	arge, addi	tional int	lerest, p	enalties,
and costs asse	ssed by the Holder	of the assumed obl	ligation(s). T	he 15-day p	period may	be shorter	ed to avo	io the e	xercise of
any temedy h	v the holder of the	assumed obligation	on. Buyersh	all immed	liately after	r such pay:	ment by 🛭	Seller re	eimburs:
Seller for the	amount of such pa	yment plus a late	charge equa	l to five pe	rcent(5%)	of the amo	ount so pa	aid plus	all costs
and attorney	s' fees incurred by	Seller in connec	tion with m	aking sucl	h payment		- 6		/7
6. (a) OBLI	GATIONS TO B	E PAID BY SELI	ER. The Se	ller agree	s to contin	ue to pay	from pay	yments	received
hereunder th	e following oblig	ation, which oblig	ation must	be paid in	i full when	Buyer pa	ys the pu	urchase	price in
full:			-			7	3 - T		
That certain	Contract (Mortgage, David of Tries C	dated 2-	13-91	_ 	recorded :	as AF#_	110858		·
(b) EOU	DITIONAL OBI ITY OF SELLER balances owed on	PAID IN FULL I	f the balanc	e owed the	e Seller on	the purch	ase price	herein	becomes
encumbranc	es as of that date.	Buyer shall therea	fter make pa	yments d	irect to the	holders o	f said enc	cumbra	nces and

(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments of 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, penaltics, 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.

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 East 5 feet of Lot 10 as shown on the recorded plat; Restrictive Covenants, including the terms and provision thereof 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 fulfillment deed.
- 9. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.
- 10. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) or (c) has been consented to by Buyer in writing.
- 11. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or recording _______, 19 ______, whichever is later, subject to any tenancies described in Paragraph 7.

provisions of Paragraph 8.

- 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 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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BUYER

- BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer msy, 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 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 sent certified to by regular first class mail to Buyer at	mail, return receipt requested and
13314 SE 19th Street #U2, Vancouver, Wa. 98684	and to Seller at

2229 E. Burnside #140, Gresham, Or 97030

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 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 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.

SELLER	INITIALS:	BUYER
N/A		N/A
N/A	- 1 -	N/A
29. OPTIONAL PROVISION improvements on the property with unreasonably withheld.	ALTERATIONS. Buyer shall no hout the prior written consent	ot make any substantial alteration to of Seller, which consent will not
SELLER	INITIALS:	BUYER
N/A		N/A
N/A		N/A

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

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.

	SELLER -	INITIALS:	BUYER	-
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i/A			N/A	
.,				, ,

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	n/a	n/a	
	mounts so paid to the res ct excess or deficit balance	er shall pay when due all real estate taxes and serve account. Buyer and Seller shall adjust the ces and changed costs. Buyer agrees to bring the ment.	
SELLER	INITIALS:	BUYER	
/A		N/A	ħ.
		N/A	٦
<u>/A</u>		Contract	
greements and understandings, written of nd Ruver	ract constitutes the entire r oral. This Contract may	agreement of the parties and supercedes all prior y be amended only in writing executed by Selle	
N WITNESS WHEREOF the parties hav	e signed and sealed this	s Contract the day and year first above written	1-
SELLER		BUYER	
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Carleton W. Moore	- /	hilly Ann Il Kenner	1
Jey C. Moore	1 shell	ley Ann McKenney	
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STATE OF WASHINGTON }	STATE OF WAS	SHINGTON }	
COUNTY OF	COUNTY OF		
On this day personally appeared before	me On this	day of	
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to me known to be the individual descri	000 11 200-11	duly commissioned and sworn, person	nali
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this	deed of said cor	rporation, for the uses and purposes therein I on oath stated that authorized to ex	(ecu
day of,19	the said instrum	nent.	
The state of the S	Witness my h	hand and official seal hereto affixed the day and	d ye
Notary Public in and for the State Washington, residing at	te o! first above writt	ien.	
My Commission expires		lic in and for the State of Washington, residi	ing
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