5272/6823

BOOK 128 PAGE 690

THIS SPACE PROVIDED FOR RECORDERS USE THEE TOR RECORD BY SKAMANIA CO. TITLE CARTH. OLSON

April 9, 1992

Registered Indexed, bir

Chicago Title Insurance Company

Mailed

K48190VK Lot I Dalinco-Moore Short Plat

1. PARTIES AND DATE. This Contract is entered into on

LPB-44 REV. 88

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)

Ken Davis and Barbara J. Davis, husband and wife, doing business as

		and Carleton W. Moore	The root of the ro	Spano and wite
Roger V	1. Klodt, an	unmarried man and Che	ryl L. Harder, an unn	narried woman
•				
SALEA	ND LEGAL DE	CODUMENTO		as "Buyer."
llowing de	scribed real est	ESCRIPTION. Seller agrees to ate in Skamania	sell to Buyer and Buyer agree	es to purchase from Seller the unity, State of Washington:
- CHIIJIII	P A HOUSELINE S	the Northwest Quarter Range 5 East of the Wi Washington described a	of the Northwest Qua	Leu ic ci ii
Lot 1 o	24	co-Moore Short Plat. r		Short Plats, Page
Togethe part he	r with: See reof.	Exhibit A attached he	ereto and by this ref	erence made a
				·149 5 5
				* 4.4(1,1,1)
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PERSO!	NAL PROPER	IY. Personal property, if any,	included in the sale is as fo	llowe
none				llows: REAL ESTATE EXCISE TO
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none part of t	the purchase pri		operty.	MAY 15 1992 PAID YSS. 76 + 9.71 + 26
none part of t	the purchase pri PRICE. Less	ice is attributed to personal pr Buyer agrees to pay: \$ 37.950.00 (\$ 8.000.00	operty. Total Price Down Payment	MAY 15 1992 PAID 485.76 + 9.72+29
none part of t	the purchase pri PRICE. Less Less	ice is attributed to personal pr Buyer agrees to pay: \$37.950.00 (\$8.000.00	operty. Total Price Down Payment Assumed Obligati	MAY 15 1992 PAID YRS. 76 + 9.73 + 25 OD(S) MAHIA COUNTY PREASURE
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ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

	BOOK 128 PAGE 691
(c)	PAYMENT OF AMOUNT FINANCED BY SELLER. Buyer agrees to pay the sum of \$ 29,950.00
	1992 including interest from 5/7/92 at the rate of 10 day of June
	month thereafter until paid in full
NOTWITHS FULL NOT	Note: Fill in the date in the following two lines only if there is an early cash out date. STANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN Payments are applied first to interest in the second of th
	at Guardian Contract Services, Inc. Pen to sprincipal Payments shall be made
within fifteer and costs asse any remedy b Seller for the and attorney	JRE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) (15) days. Seller will make the payment(s), together with any late charge, additional interest, penalties, seed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs of fees incurred by Seller in connection with making such payment.
full:	GATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received e following obligation, which obligation must be paid in full when Buyer pays the purchase price in
	n/a dated free Contraction dated free free dated free free free free free free free fr
equal to the b	DITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM. TY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes alances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said as as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and the payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the
(c) FAILL payments on a payments with and costs asserted of any remedy of the amount payments next three occasion encumbrance purchase pricencumbrance	IRE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent in 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, seed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% to becoming due Seller on the purchase price. In the event Buyer makes such delinquenty from ans, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior and deduct the then balance owing on such prior encumbrance from the then balance owing on the and reduce periodic payments on the balance due Seller by the payments called for in such prior as such payments become due.
7. OTHER including the	ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances following listed tenancies, easements, restrictions and reconstitutions.

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 adverse claims based upon the assertion that Washougal River has moved. Covenants, Restrictions recording concurrently herewith.

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

- 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 in. Any personal property included in the sale shall be included in the fulfillment deed.
- 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.
- 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. Paragraph ?.

- 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 of 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.
- 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 instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

- 22. BUYER'S REMEDY FOR 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.

proceedings arising out of this Contrac such suit or proceedings.	t shall be entitled to receive reasona	ble attorneys' fees and costs incurred in
25. NOTICES. Notices shall be either by regular first class mail to Buyer at	r personally served or shall be sent ce	rtified mail, return receipt requested and
18901 NE 115th Way, Brush	Prairie, Wa. 98606	and to Seller at
2229 E. Burnside #140, Gre	esham, Or 97030	
or such other addresses as either party served or mailed. Notice to Seller shall	may specify in writing to the other pall also be sent to any institution rece	orty. Notices shall be deemed given when iving payments on the Contract.
		ince of any obligations pursuant to this
27. SUCCESSORS AND ASSIGNS shall be binding on the heirs, successor	. Subject to any restrictions against as ors and assigns of the Seller and the	ssignment, the provisions of this Contract Buyer.
28. OPTIONAL PROVISION may substitute for any personal propert Buyer owns free and clear of any encum	SUBSTITUTION AND SECURIT ty specified in Paragraph 3 herein oth abrances. Buyer hereby grants Seller a estitutions for such property and agree	Y ON PERSONAL PROPERTY. Buyer personal property of like nature which a security interest in all personal property es to execute a financing statement under
SELLER	INITIALS:	BUYER
NA		NA
: /		
29. OPTIONAL PROVISION - improvements on the property wit unreasonably withheld.	ALTERATIONS. Buyer shall not hout the prior written consent of	make any substantial alteration to the of Seller, which consent will not be
SELLER	INITIALS:	BUYER
NA		NA .
———		
(c) leases. (d) assigns. (e) contracts to conforfeiture or foreclosure or trustee or shap at any time thereafter either rais balance of the purchase price due and any transfer or successive transfers in capital stock shall enable Seller to take transfer to a spouse or child of Buyer, a inheritance will not enable Seller to take	onvey, sell, lease or assign, (f) grants a heriff's sale of any of the Buyer's interest rate on the balance of payable. If one or more of the entition the nature of items (a) through (g) the above action. A lease of less than transfer incident to a marriage dissoke any action pursuant to this Parage	tten consent of Seller, (a) conveys, (b) sells, in option to buy the property, (g) permits a rest in the property or this Contract, Seller the purchase price or declare the entire es comprising the Buyer is a corporation, above of 49% or more of the outstanding 3 years (including options for renewals), a lution or condemnation, and a transfer by raph; provided the transferee other than a
property entered into by the transfere	orovisions of this paragraph apply to e.	any subsequent transaction involving the
SELLER	INITIALS:	BUYER
NA		NA ————————————————————————————————————
elects to make payments in excess of	the minimum required payments of prepayment penalties on prior encu	BUYER
, 170		NA

CONDUCT DEVINCING ON THE DUILINGSE NAME OF THE	C PAYMENTS ON TAXES AND INSURANCE. In addition to the yer agrees to pay Seller such portion of the real estate taxes and approximately total the amount due during the current year based on
reserve account in April of each year to reflect er reserve account balance to a minimum of \$10	accrue interest. Seller shall pay when due all real estate taxes and ants so paid to the reserve account. Buyer and Seller shall adjust the cess or deficit halances and changed easts.
SELLER	INITIALS: BUYER
NA	
33. ADDENDA. Any addenda attached her	eto are a part of this Contract
34. ENTIRE AGREEMENT. This Contract of agreements and understandings, written or oral and Buyer.	constitutes the entire agreement of the parties and supercedes all prior l. This Contract may be amended only in writing executed by Seller
IN WITNESS WHEREOF the parties have sig	ned and sealed this Contract the day and year first above written.
SELLER	BUYER
- Total anic)	o doge food
Ken Davis Bulling	Roger V. Klodt
Barbara J. Davis by Ken Davis her attorney in fact	Cheryl L. Harden
Parletnell/Mone	
Carleton W. Moore	Chury & Harden
Joy-M. Moore	
	~ (O) ~
STATE OF WASHINGTON 1	
COUNTY OF SS.	STATE OF WASHINGTON SS.
On this day personally appeared before me	On this day of 19
	before me, the undersigned, a Notary Public in and for the State of
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that	Washington, duly commissioned and sworn, personally appeared
signed the same as	and
free and voluntary act and deed, for the uses and purposes therein mentioned.	to me known to be the President and Secretary.
and purposes dicrem mendoned.	respectively, of
GIVEN under my hand and official seal	the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein
day of	mentioned, and on oath stated that authorized to execute the said instrument.
Notary Public in and for the State of Washington, residing at	Witness my hand and official seal hereto affixed the day and year first above written.
My Commission expires	Notary Public in and for the Sant Care
	Notary Public in and for the State of Washington, residing at
	My Commission expires on

Exhibit A

TOGETHER WITH:

An easement for ingress, egress, normal and customary use and enjoyment, and construction of stairways, decks, landings, over and across the following described property:

BEGINNING at the Northeast corner of Lot 1 as shown in Book 3 of Short Plats at page 207, Skamania County Auditor's Records; thence North 41° 00′ 00" West, 75 feet more or less to the centerline of the Washougal River; thence Southwesterly along said centerline 120 feet more or less to the most Westerly Northwest corner of said Short Plat; thence South 01° 17′ 10" West, 97 feet more or less to the Northwest corner of Lot 1 of said Short Plat; thence North 43° 29′ 31" East, 180.37 feet to the TRUE POINT OF BEGINNING.

Provided that the above described easement does not infringe in any way upon access rights over the 20 foot pedestrian easement shown on the above described Short Plat.

/ course of dirain

Jay M. Maore

Bon band Spice of James by

		INDIVIDUAL ACKNOWLEDGEMENT
STATE O	* WASHINGTON	Chart.
On thi	s /ST day of	May A.D. 19 92, before me, the undersigned, a Notar
Public k	and for the State of War	duly commissioned and evorn, personally appeared
Dersona	illy known to me for proved i	in me on the hade of estimates and it
IN WI	THESS WHEREOF, I have her	sunto set my hand and affixed my official seal, the day and year first above writter
	OFFICIAL SEAL	
Му	Commistative bichtel	Notary Public in and for the State of bull Juda Jula
	Notary Public - State of Washington	Residing at
	My Comm. Expires 12-15-95	
	· · · · · · · · · · · · · · · · · · ·	KNOWLEDGEMENT BY ATTORNEY IN FACT
	1 i	
	* NASNINGTON	Clack County 88:
On thi	day of	CLORIU AD 10 CS before me to 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		, duly commissioned and sworn personally appeare
persona	illy known to me (or proved	to me on the basis of satisfactory evidence) to be the individual who executed th
	MI MANIONING ET WINCHURA EJ	ed to me that he he signed and sealed the said instrument
as such	attorney in fact for said pri	ncipal, freely and voluntarily, for the uses and purposes therein mentioned, and o
-	NAME AND RESTORAGE OF STREET	MYNEUMONZING IND EXECUTION Of this instrument has not been revolved and that the
- Seru	vuluu	Doub
,,,	INCOD WHENEOR' I HEAR HAI	eunto set my hand and affixed my official seal, the day and year first above written
د .		Dia Colonia
My	Complission express	Notary Public in and for the State of the Cartuil
s -	VICK! KINMAN	Residing at
	Inday Public - State of Headington	
•	My Comm. Expires 12-15-99	
		NDIVIDUAL ACKNOWLEDGEMENT
STATE OF _	Washington	Clark County 88:
On this _	94 day of	Daril , A.D. 19 72 , before me, the undersigned, a Notary
oblic in ar	nd for the State of	Shung (Br), duly commissioned and swom, personally appeared
1:	Carleton W.	maste & Juy m. maste
ersonally i	nown to me (or proved to n	ne on the basis of salisfactory evidence) to be the individual(s) described in and
vno execut	ed the toregoing instrumen	t, and acknowledged to me that signed and sealed the said se and voluntary act and deed, for the uses and purposes therein mentioned.
IN WITHER	SS WHEREOF, I have hereum	to set my hand and affixed my official seal, the day and year first above written.
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		The Shirt
My Cor		Notary Public in and for the State of War Language
	VICKI KINMAN	Residing at
Y	Notary Public — State of Washington	INDIVIDUAL ACKNOWLEDGEMENT
gerije ger Fr	My Comm. Expires 12-15-95	THE PROPERTY OF THE PROPERTY O
TATE OF _		, County ss:
On this	day of	, A.D. 19, before me, the undersigned, a Notary
'ublic in an	nd for the State of	, duly commissioned and sworn, personally appeared
ersonaliv k	snown to me for proved to m	e on the basis of satisfactory evidence) to be the individual(s) described in and
no execut	ed the foregoing instrument	I, and acknowledged to me that signed and sealed the said
istrument i	pa kr	e and voluntary act and deed, for the uses and purposes therein mentioned
IN WITHER	is Wheneof, I have hereun	o set my hand and affixed my official seal, the day and year first above written.
Mu Con	nmission expires;	Notary Public in and for the State of
		TOWNS I WAS BELLEVILLE OF THE STATE OF

BOOK 128 PAGE 690

FILED FOR RECORD AT REQUEST OF

Registered Indexed, Dir Indicect framed 5/18 Mailed

FILELTOR RECORD BY SKAMANIA CO. TITLE

Hay 14 3 52 14 192

GARTH. OLSON

WHEN RECORDED RETURN TO

Name: Guardian Contract Services, Inc. Address P.O. BOx 2316 City. State. Zip Lake Oswego, Or 97035

K4819DVK Lot I Dalinco-Moore Short Plat

LPB-44 REV. 88

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)

	AND DATE					
etween Ker	n Davis an	d Barbara J). Davis, husb	and and wife,	doing business as	
Dalinco f	Properties	and Carlet	on W. Moore a	ind Joy M. Moor	e husband and wife	
Roger V.	Klodt, an	unmarried	man and Chery	1 L. Harder, a	n unmarried woman	
					as "Buyer."	
SALE ANI lowing descri	D LEGAL DI ribed real est	ESCRIPTION. ate in Ska	Seller agrees to sel Iman i a	ll to Buyer and Buye	r agrees to purchase from Seller the County, State of Washington:	:
	A HUI CH	DOUBLE TOUS	west Quarter o it of the Will i described as	amorto Monidia	t Quarter of Section 5, n, in the County of	-
Lot 1 of 207, Skan	the Dalin Mania Coun	co-Moore Sh ty Records.	ort Plat, rec	orded in Book	3 of Short Plats, Page	
Together		4*,			_	
		e Exhibit A	attached her	eto and by this	s reference made a	
part here	of.			1	√14955	
part here	of.			eto and by this	√14955	E 1
PERSONA	of.	TY. Personal p	property, if any, in	cluded in the sale is	• 14955 s as follows: REAL ESTATE EXCIS	E 1
PERSONA	of.	TY. Personal p	property, if any, in	cluded in the sale is	v 14955 s as follows: REAL ESTATE EXCIS MAY 15 1992	
PERSONA none o part of the	L PROPER	TY. Personal price is attributed Buyer agrees \$37_95	oroperty, if any, ind d to personal prop to pay:	cluded in the sale is	MAY 15 1992 PAID YRS. 76 + 9.71	
PERSONA none o part of the	Durchase proper PRICE.	IY. Personal p ice is attributed Buyer agrees	oroperty, if any, ind d to personal prop to pay:	cluded in the sale is serty. Total Price Down Paym	MAY 15 1992 PAID YRS. 76 + 9.71	۲۶
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(c)	PAYMENT OF AMOUNT FINANCED BY SELLER. Buyer agrees to pay the sum of \$ 29,950.00
	\$ 321.84 or more at huver's ontion on as help at 1966 had follows:
	declining balance thereof; and a like amount or more on or before 7th
	thereafter until paid in full.
NOTWITHST. FULL NOT L	Note: Fill in the date in the following two lines only if there is an early cash out date. ANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN Payments are applied first to interest and then to make the property of the payments are applied first to interest and then to make the payments.
	at Guardian Contract Services, Inc. P. 0 8by Cola Payments shall be made
within fifteen (1 and costs assesse any remedy by t Seller for the an	or such other place as the Seller may hereafter indicate in writing. RE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments ligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) days. Seller will make the payment(s), together with any late charge, additional interest, penalties, ed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse nount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs fees incurred by Seller in connection with making such payment.
full:	ATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received ollowing obligation, which obligation must be paid in full when Buyer pays the purchase price in
That certain	n/a dated free Contrati
equal to the bala encumbrances a make no further provisions of Pa	TIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM. OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes ances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the irragraph 8.
payments withir and costs assessed of any remedy by of the amount so payments next be three occasions, encumbrance are purchase price a encumbrance as	EOF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any opior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent of 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, of the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise opaid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from secoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on Buyer shall have the right to make all payments due thereafter direct to the holder of such prior and reduce periodic payments on the balance due Seller by the payments called for in such prior is such payments become due.
assumed by Buy	ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances ellowing listed tenancies, easements, restrictions and reservations in addition to the obligations er and the obligations being paid by Seller:
Any adverse (claims based upon the assertion that Washougal River has moved. estrictions recording concurrently herewith.
	Tecocusing Concurrently Negewith.
Warranty Deed i	NAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM. MENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any issumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or then the Seller herein. Any personal property included in the sale shall be included in the
9. LATECHA Buyer agrees to pa addition to all oth	ARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, as a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in the late charges.
10. NO ADVE	RSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will rior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), in consented to by Buyer in writing.
II. POSSESSIO	ON. Buyer is entitled to possession of the property from and after the date of this Contract.

........, whichever is later, subject to any tenancies described in

- 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 of 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 committor 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 instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

- 22. BUYER'S REMEDY FOR 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.

by regular first class mail to Buyer a		tified mail, return receipt requested and
18901 NE 115th Way, Brus	h Prairie. Wa. 98606	and to Seller a
	resham, Or 97030	
or such other addresses as either part served or mailed. Notice to Seller sh	ty may specify in writing to the other par hall also be sent to any institution receiv	ty. Notices shall be deemed given wher ving payments on the Contract.
26. TIME FOR PERFORMANC Contract.	E. Time is of the essence in performan	ace of any obligations pursuant to thi
nail be blinding on the neits, succes	NS. Subject to any restrictions against ass ssors and assigns of the Seller and the l	Buyer.
Buyer owns free and clear of any enci	- SUBSTITUTION AND SECURITY erty specified in Paragraph 3 herein other umbrances. Buyer hereby grants Seller a ubstitutions for such property and agree ecting such security interest.	r personal property of like nature which
SELLER	INITIALS:	BUYER
NA	- 4 6 7 7	NA NA
SELLER NA	INITIALS:	BUYER NA
NA OPTIONAL PROVISION c) leases, (d) assigns, (e) contracts to orfeiture or foreclosure or trustee or may at any time thereafter either rapalance of the purchase price due as any transfer or successive transfers capital stock shall enable Seller to tarransfer to a spouse or child of Buyer nheritance will not enable Seller to	DUE ON SALE. If Buyer, without writte convey, sell, lease or assign. (f) grants an sheriff's sale of any of the Buyer's intere- sise the interest rate on the balance of ind payable. If one or more of the entities in the nature of items (a) through (g) at ke the above action. A lease of less than 3 , a transfer incident to a marriage dissolu- take any action pursuant to this Paragra	en consent of Seller, (a) conveys, (b) selled option to buy the property, (g) permits st in the property or this Contract, Sellethe purchase price or declare the entiple comprising the Buyer is a corporation bove of 49% or more of the outstanding years (including options for renewals) atton or condemnation, and a transfer to the provided the transferer other than
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NA 30. OPTIONAL PROVISION- c) leases, (d) assigns, (e) contracts to orfeiture or foreclosure or trustee or may at any time thereafter either rabalance of the purchase price due as any transfer or successive transfers capital stock shall enable Seller to take transfer to a spouse or child of Buyer inheritance will not enable Seller to condemnor agrees in writing that the property entered into by the transfer SELLER NA 31. OPTIONAL PROVISION elects to make payments in excess because of such prepayments, incur	DUE ON SALE. If Buyer, without writter convey, sell, lease or assign. (f) grants an sheriff's sale of any of the Buyer's interestise the interest rate on the balance of ind payable. If one or more of the entities in the nature of items (a) through (g) aske the above action. A lease of less than 3 a transfer incident to a marriage dissolutake any action pursuant to this Paragrae provisions of this paragraph apply to a cree.	en consent of Seller, (a) conveys, (b) sell option to buy the property, (g) permits at in the property or this Contract, Sell the purchase price or declare the enties comprising the Buyer is a corporation bove of 49% or more of the outstanding years (including options for renewals) ation or condemnation, and a transfer the ph, provided the transferee other than my subsequent transaction involving the BUYER BUYER NA PRIOR ENCUMBRANCES. If Buyer agrees to forthwith my subsequent transaction involving the purchase price herein, and Sellembrances. Buyer agrees to forthwith my subsequent transaction involving the purchase price herein.

periodic payments on the purchase price, Bu assessments and fire insurance premium as will Seller's reasonable estimate.	IVAL SOLAAC IN NAU	Seller such portion at the amount due dur		
The payments during the current year shall be Such "reserve" payments from Buyer shall no insurance premiums, if any, and debit the amo reserve account in April of each year to reflect e reserve account balance to a minimum of \$10	of accrue interest. So ounts so paid to the	reserve account Buy	due all real estate	
SELLER	INITIALS:		BUYER	•
NA			-NA	
33. ADDENDA. Any addenda attached he	relo are a nort of th			
34. ENTIRE AGREEMENT. This Contract agreements and understandings, written or ora and Buyer.	constitutes the enti-	ta a graam ant a feb.	rties and superced in writing execute	des all prior ed by Seller
IN WITNESS WHEREOF the parties have si	gned and sealed th	is Contract the day a	nd year first abov	ve written
SELLER		BUYE		ve witten.
			1.19	
Ken Davis	acces !	Roger V. KI	odt	
la son Miller	Mary for	Kuger V. KI	out	•
Barbara J. Davis by Ken Davis her attorney in fact				
North 11/1/1		Cheryl L. H		~~~
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STATE OF WASHINGTON }	STATE OF WAS	HINGTON	· . - }	•
COUNTY OF SS.			SS.	
On this day personally appeared before me	COUNTY OF		}	5.
		day of		
to me known to be the individual described	Delore me, the un	dersigned, a Notary I	ublic in and for	the State of
in and who executed the within and foregoing		uly commissioned		personally
instrument, and acknowledged that	appeared			<u> </u>
signed the same as	and			
free and voluntary act and deed, for the uses		e the President	lant and	
and purposes therein mentioned.	respectively of	- I lesk	entano	_ Secretary,
en e	the corporation	that executed the	forceoing instru	ment and
GIVEN under my hand and official seal	acknowledged the	said instrument to be	the free and volun	tary act and
this	mentioned, and o	oration, for the uses an oath stated that	of purposes there	in d to execute
dey of,19	the said instrume	ot.	. * * 	
Notary Public in and for the State of	Witness my har	nd and official seal he	reto affixed the d	ay and year
Washington, residing at	first above written	L		-
My Commission expires			·	-
	Notary Public	in and for the State	of Washington,	residing at
	Mr. Commission		-	-

Exhibit A

TOGETHER WITH:

An easement for ingress, egress, normal and customary use and enjoyment, and construction of stairways, decks, landings, over and across the following described property:

BEGINNING at the Northeast corner of Lot 1 as shown in Book 3 of Short Plats at page 207, Skamania County Auditor's Records; thence North 41° 00′ 00" West, 75 feet more or less to the centerline of the Washougal River; thence Southwesterly along said centerline 120 feet more or less to the most Westerly Northwest corner of said Short Plat; thence South 01° 17′ 10" West, 97 feet more or less to the Northwest corner of Lot 1 of said Short Plat; thence North 43° 29′ 31" East, 180.37 feet to the TRUE POINT OF BEGINNING.

Provided that the above described easement does not infringe in any way upon access rights over the 20 foot pedestrian easement shown on the above described Short Plat.

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March. Mears

BARBARA JOHN

	INDIVIDUAL ACKNOWLEDGEMENT
STATE OF WASHINGTON	Clark County sa:
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My Comm. Expires 12-15-95	
ACK	NOWLEDGEMENT BY ATTORNEY IN FACT
STATE OF WASHINGTON	
	Clark County 88:
On this day of	A.D. 19 52, before me, the undersigned, a Notal
- AEN DAVIS	
personally known to me (or proved to	o me on the basis of satisfactory evidence) to be the individual who executed the
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VICKI KINMAN	
Notary Public - State of Machington	
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IN WITNESS WHEREOF, I have hereunto	set my hand and affixed my official seal, the day and year first above written.
My Commission expires:	Notary Public in and for the State of
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