DECT 1 3

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name V. ELIZABETH MYERS
Address 320 Willow Street
City, State, Zip KELSO, WA 98626

03-75-36-2-0-2300-00

a widow----

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - - WHITHER 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	12,	1991
		V-2	7.00	

between V. ELIZABETH MYERS, a widow, formerly known as VIOLA ELIZABETH SULLIVAN,

as "Seller" and

CARL DARITY and BARBARA DARITY, husband and wife----

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 SKAMANTA County, State of Washington:

PLEASE SEE EXHIBIT "A" ATTACHED HÉRETO-----

14698

THIS SALE INCLUDES A 1962 Panpa Mobile Home, Serial No. 05523F3

13-1-25

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:

\$ 35,000.00 (\$ 15,000.00

Total Price

Less (\$ 15,000.0 Less (\$) Down Payment) Assumed Obligation (s)

Results in \$1, 20,000.00

Amount Financed by Seller.

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

the day of the declining balance thereof; and a fixe amount on or before the

day of each and every 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 FATER THAN 19

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c) PAYMENT OF AMOUNT FINANCED BY SELLER

Buyer agrees to pay the sum of \$ TWENY-THOUSAND DOLLARS as follows:
\$ 1,000.00 or more at buyer's option on or before the 15th day of JANUARY

19 92 at the rate of 10 % per annum on the declining balance thereof; and a like amount or more on or before the 15th day of each and every MONTH thereafter until paid in full

Note: Fill in the date in the following two lines only if there is an early cash out date: NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN JANUARY 15 49-94

Payments are applied first to interest and then to principal Payments shall be made at 320 Willow Street, Kelso, WA 98626

or such other place as the Seller may hereafter indicate in writing

- 5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. It Buyer fails to make any payments on assumed obligation(s). Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within fifteen (15) days. Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse. Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys fees incurred by Seller in connection with making such payment.
- 6. (a) OBLIGATIONS TO BLIPAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full.

That certain

dated

recorded & AF #

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

(b) LQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balances owed on prior encumbrances being paid by Seller. Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall, thereafter make payments direct to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions of Paragraph 8.

- payments on any prior encumbrance. Buyer may give written notice to Seller that unless Seller makes the delinquent 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.
- 2. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, casements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller.

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

- 8 FULFILLMENT DEFD. 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 FEFFC I 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
- H POSSESSION Buyer is entitled to possession of the property from and after the date of this Contract, or 19 whichever is later, subject to any tenancies described in. Paragraph?

- absorbing this becoming a light against the property after the date of this Contract Buyer may in good built contest any such taxes or less cosmologically against the property after the date of this Contract Buyer may in good built contest any such taxes or less cosmologically and not fortenure of sale of the property is furcatened as the result of such contest. Buyer acts to pay when often any utility charges which may become lieus superior to Seller's interest under this Contract. Buyer acts 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. Lating Agricultural or Limber classifications approach by the County of because of a Semon Conzen's Declaration to Deter Property Laxes filed prior to the date of this Contract the space of this Contract Buyer may demand in writing payment such taxes and penalties within 30 days. If playment is not made. Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming date Seller under the Contract.
- INSURANCE Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously institutions, and under tire and extended coverage policies in an amount not less than the balances) med on obligations assumed by Buyer plus the balance due Seller, or tull insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the held 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 20 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If their insulations have been accompanied by the contract price for restoration of at the Buyer deposits in eserow any deficitions with instructions to apply the tunds off the resortation contract, the property shall be restored unless the amount collected under any insurance policy shall be applied from any informats due hereunder in such fitder as the Seller shall determine. In the event of forfeiturgual tigates it Buyer in a surface policies then in force shall pass to Seller.
- 14. SONPAYMENT OF TAXES INSURANCE AND FILLITHES CONSTITUTING LIE INSTEADING pay for a second assessments, insurance premiunis or utility charges constituting hers prior to Seller's interest under this Contract Soller had pay such items and Buyer shall forthwith pay Seller the amount thereof plus a later harge of 5% of the architection plus agy costs and attorney's fees incurred in connection with making such payment.
- The CONDITION OF PROPERTY Buyer accepts the property in its present condition and acknowledges that School his agents and subapents have nibde no representation of warranty concerning the physical condition of the property of the assistion which it may be put other than as set both herein. Buyer agrees to maintain the property in such condition its compares with all applicable laws.
- 26 RISKOLTOSS Buyer shall be in the risk of loss for destruction or condemnation of the property. Any such loss shall be a relieve Buyer from any or Buyer's obligations pairshapt to this Contract.
- if WASTI Bayer shall keep the property in good repair and shall not committor suffer waste or willtal damage to of electric from of the property. Buyer shall not remove commercial timber without the written consent of Seller
- 18 AGRICUTTURAL USE If this property is to be used principally for agricultural purposes. Buyer agrees to conduct tarm and livestock operations in accordance with good husbandry practices. In the event a forteiture action is instituted. Buyer consents to Seller's entry on the premises to take any reasonable action to conscive soil, crops, trees and livestock.
- Fig. CONDI MNATION Seller and buyer may each appear his owners of an interest in the property in any action solution, grane condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of may revenients, negotiate a contract to substantially restore the premises to their condition before the removal. If the world, intuation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any demoney with instructions to apply the runds on the restoration contract, the property shall be restored unless underlying crician branches playing otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price as Seller may direct.
- 20 DEFAULT It also Buyer fails to observe or perform any term, governant or condition of this Contract, Seller for o
 - (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 of
- nay 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. (ii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and grittled thereto, (iv) all improvements made to and unharvested crops on the property shall belong to the Seller, and (iv) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller JO days after the forfeiture.
- payment of a late charge of \$\frac{8}{2}\$ of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs mouried for services in preparing and sending such Notice and stating that it payment plats and bostic Notice is not received within thirty \$30 days after the date said Notice is either steposited in the mail addressed to the Buyer of personally delivered to the Buyer, the entire balance owing including interest, will become mine frately diseased 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 hable to a deficiency
- 31. RECEIVER It Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other matter property. Buyer agrees that the appointment of a receiver for the property is necessary to protect Selacis interest.

BUYER'S REMEDY FOR SELLER'S DEFAULT It Seller tails to observe or perform and define a resonant condition of this Contract. Buyer may, after 49 days written motive to Seller in official startings performance unless the breaches designated in said notice are cured

- NON-WAÍVI Ra Failure of either party to insist upon strict performance of the other party confined ins hereunder shall not be construed as a waiver of strict performance thereafter of all of the other planes complitions 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 is spoiled in the breach agrees to pay reasonable attorneys flees and costs, including costs of service of notices and title seem tos incurred by the other party. The preyailing party in any suit instituted arising out of this Compact distriction is a torrespond proceedings arising out of this Contract shall be entitled to receive reasonable attorneys fees and costs juctors. Fin such suit or proceedings
- NOTICES. Notices shall be either personally served or shall be sent certified missianter to copyrique sterned. by regular first class mail to Buyer at

or such other addresses as either party may specify in writing to the other party. Notices shall predeemed a very winer 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 present forms Contract
- SÜCCESSORS 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 BUSINE may substitute for any personal property specified in Paragraph 3 herein other personal property of like rating which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal programs specified in Paragraph A and future substitutions for such property and agrees to execute a financing statement applier the Uniform Commercial Code reflecting such security interest.

SELLER

INITIALS

BUYER

OPTIONAL PROVISION - - ALTERATIONS Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller which consent will be be enicasonably withheld BUYER SHALL NOT CLEAR-CUT PROPERTY.

SELLER

DIBLALS

BUMER

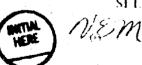
2/Em

(A) COPTIONAL PROVISION -- DUT ON SAUL EBBOyer, with outwritten consent of Sender case, or cases on a te i la 🚾 da assigns, (e) contracts to convey, sell doœcor agsign, (f) grants an option to his, (lifeppapert, agregor, to 🤔 toffertiffe or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Commisc. Some may at any time thereafter either raise the interestrate on the balance of the purch ise price of declare the interestrate balance of the purchase price due and payable. It one or more of the entities comprising the Base tas a corporation. any transfer or successive transfers in the nature of items (a) through (g) above of 49 continer, of the questionning capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options to right walls) as transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnate an analyticansh, the apperstance will not enable Seller to take any aution pursuant to this Paragraph, provided the transfer out in this paragraph. condemnot agrees in writing that the provisions of this paragraph apply to any subsequent transaction, which is inproperty entered into by the transferee.

SELLER

INIHALS

BUYER





OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCOMBRANCES TO Bravet elects to make payments in excess of the minimum required payments on the purchase price herein, and 8, her because of such prepayments, incurs prepayment penalties on prior encumbrances. Buver agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase pric

SHILLR

INDIALS.,

BUYER

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.

The payments during the current year shall be 8 per 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.

SHIFR

INITIALS

BUYER

- ADDENDA Any addenda attached hereto are a part of this Contract
- 34 INTIRI ACREEMENT This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and anderstandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

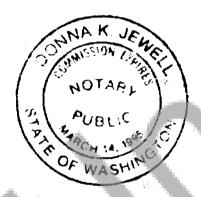
IN WITNESS WILL REOF the parties have signed and scaled this Contract the day and year liftst above written

V. Elizabeth Myers

CARL DARLTY.

BARBARA DARITY

BUALR



STATE OF WASHINGTON

CQUNITY OF SKAMANIA | On this day personally appeared before me

V. ELIZABETH MYERS

to me know to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she

signed the same as her

free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN under my hand and official seal - this

12 day of Dec 19 91

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

My Commission expires 3-14-95

STATE OF WASHINGTON

COUNTY OF

On this

day of

14)

before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and

to me known to be the

President and

Secretary,

respectively, of

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 mentioned, and on oath stated that authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

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

My Commission expires on

EXHIBIT "A"

A tract of land in Government Lot 9 in the Northwest Quarter of of Section 36, Township 3 North, Range 7 1/2 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at a point of intersection of the West line of said Section 36 with the North line of Henry Shepard D.L.C.; thence East along the North line of Henry Shepard D.L.C. a distance of 554.5 feet; thence North 00° 32' 09" East a distance of 130.11 feet to the True Point of Beginning of the description. Thence continuing along said line a distance of 287.39 feet; thence North 89° 04' 37" West a distance of 332.50 feet; thence South 05° 36' 12" West a distance of 233.32 feet to the Northwest corner of that tract of land conveyed to Nolan R. Willing and Judy M. Willing, husband and wife, by Warranty Deed recorded July 2, 1964, under Auditors File No. 63569, Records of Skamania County, Washington; thence North 89° 04° 37" East a distance of 118.61 feet to the Northeast corner of the Willing Tract; thence South 00° 32' 09" West a distance of 130.56 feet to the Southeast corner of the Willing Tract, said point being also on the Northerly Right-of-Way of Loop Road; thence in a Northeasterly direction along said Northerly Right-of Way line to the True Point of Beginning.

SUBJECT TO:

- 1. Easement for pipeline including the terms and provisions thereof recorded February 6, 1956 in Book 41, Page 84, Skamania County Deed Records.
- 2. Easement for Right-of-Way including the terms and provisions thereof recorded October 2, 1956 in Book 42, Page 313, Skamania County Deed Records.
 - 3. The records of title to the subject premises disclose no Manufactured Home Title Elimination Application (Form ID 420-730) for any mobile home which may be situated upon the premises. In the absence of such a recorded application, a mobile or manufactured home is personal property, not real property and will not be covered by a policy of Title Insurance. A Title Insurance policy covers only those real property rights which are subject to recording statutes. Any personal property rights or interest to a mobile home or manufactured home are not covered by the policy.

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

V. ELIZABETH MYERS Address 320 Willow Street City, State, Zip KELSO, WA 98626 Indexed.

03-75-36-2-0-2300-00

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - -WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - - IS NOT A PART OF THIS CONTRACT.

The second secon

REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

1. PARTIES AND DATE. This Contract is entered into on December 12, 1991 between V. ELIZABETH MYERS, a widow, formerly known as VIOLA ELIZABETH SULLIVAN, a widow----CARL DARITY and BARBARA DARITY, husband and wife-2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in SKAMANIA County, State of Washington: following described real estate in _County, State of Washington: 14698 PLEASE SEE EXHIBIT "A" ATTACHED HERETO--0.617 448.00. *THIS SALE INCLUDES A 1962 Panpa Mobile Home, Serial No. 05523F3* 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

No part	of the purchase price	e is attributed to pe	ersonai property.		
4. (a)	PRICE. B	uyer agrees to pay:			
		\$ 35,000.00		Total Price	
	Less	(\$15,000.00		Down Payment	
	Less	(\$	•	Assumed Obligation	n (s)
	Results in	\$ 20,000.00	·	Amount Financed	by Seller.
(b)	ASSUMED	OBLIGATIONS. I	Buyer agrees to pa	ay the above Assumed	d Obligation(s) by assuming
` '	and agreein	g to pay that certain	1 	dated	recorded a
	AF#	• •	Seller	warrants the unpaid i	recorded a balance of said obligation i
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	the	day of	, 19_		interest at the rate of amount on or before the
	%	per annum on the	declining balan-	ce thereof; and a lik	e amount on or before th
	<u> </u>	day of each and ev	ery	thereafter unto only if there is an ear	il paid in full.
	Note: Fill in	the date in the fol	lowing two lines	only if there is an ear	ly cash out date.
NOTWI	THSTANDING TH	IE ABOVE THE E	NTIRE BALANC	CE OF PRINCIPAL A	ND INTEREST IS DUE II
	OT LATER THAN		19		

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

LPB-44 (1988) Page 1 of 5

BOOK /26 PAGE 520

	(c) PAYMENT UF A	ay the sum of \$TWEN	TY-THOUSAND DOLLAR	S as follows:	
	÷ 1 000 00	ar more at huwer's ontion :	on or before the 15th	day of JANUAKY	
	declining balance	interest from SAIE thereof; and a like amoun	DATEat the rate of tor more on or before the_	f 10 % per annum on the 15th day of each and every	-
	MONTH (mog/b/ycgr)	thereafter until paid the date in the following tw	I IN IUII. o lines only if there is an	early cash out date.	
N(NOW: FILL IN THE A DTWITHSTANDING THE A JLL NOT LATER THAN _J	BOVE, THE ENTIRE BAI	_ANCE OF PRINCIPAL	AND INTEREST IS DUE IN	
r	Payments are	applied first to interest low Street, Kelso,	and then to principal	. Payments shall be made	
	or such other nl:	ace as the Seller may here:	after indicate in writing.	on faile to make any navments	h
wi an	assumed obligation(s), Seller i thin fifteen (15) days, Seller wil id costs assessed by the Holder of hy remedy by the holder of the a	nay give written notice to B il make the payment(s), tog [the assumed obligation(s).] ssumed obligation, Buyer s	uyer that unless Buyer ma ether with any late charge The 15-day period may be s hall immediately after suc	rer fails to make any payments akes the delinquent payment(s) e, additional interest, penalties, hortened to avoid the exercise of the payment by Seller reimburse amount so paid plus all costs	
ar	d attorneys' fees incurred by	Seller in connection with n	naking such payment.	* * * # * * * * * * * * * * * * * * * *	
he	reunder the following obligati	PAID BY SELLER. The S on, which obligation must	eller agrees to continue to be paid in full when Bu	o pay from payments received yer pays the purchase price in	
	il: hat certain	dated	,recorded as A	F#	
er m	ANY ADDITIONAL OBLIC (b) EQUITY OF SELLER PA	GATIONS TO BE PAID I AID IN FULL. If the balan ior encumbrances being payers hall thereafter make r	ce owed the Seller on the aid by Seller, Buyer will be ayments direct to the hole	JDED IN ADDENDUM. purchase price herein becomes e deemed to have assumed said ders of said encumbrances and entdeed in accordance with the	
pa an of of pa th en	ayments on any prior encumbra ayments within 15 days, Buyer and costs assessed by the holder of any remedy by the holder of the fithe amount so paid and any a ayments next becoming due Se aree occasions, Buyer shall ha neumbrance and deduct the th urchase price and reduce perion neumbrance as such payments	ance, Buyer may give writte will make the payments to to of the prior encumbrance. Buye ttomeys' fees and costs inceller on the purchase price, we the right to make all paen balance owing on such odic payments on the balast become due.	en notice to Seller that unk- gether with any late charge. The 15-day period may be remay deduct the amounts urred by Buyer in connect in the event Buyer make, yments due thereafter dis- prior encumbrance from unce due Seller by the pay	ICES. If Seller fails to make any ess Seller makes the delinquent e, additional interest, penalties, shortened to avoid the exercise is so paid plus a late charge of 5% tion with the delinquency from is such delinquent payments on rect to the holder of such prior the then balance owing on the yments called for in such prior	
7. ir a	OTHER ENCUMBRAN including the following listed to ssumed by Buyer and the obli	enancies, easements, restr	ictions and reservations	y is subject to encumbrances in addition to the obligations	
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8 V c	Varranty Deed in fulfillment neumbrances assumed by Buy	. Upon payment of all amore of this Contract. The cover or to defects in title aris	unts due Seller, Seller agre enants of warranty in sa ing subsequent to the dat	O IN ADDENDUM. The set of deliver to Buyer a Statutory id deed shall not apply to any e of this Contract by, through or the sale shall be included in the	
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1	0. NO ADVERSE EFFECT not cause in any prior encumbr (b) or (c) has been consented t	ance (a) a breach, (b) accele	ANCES. Seller warrants rated payments, or (c) ani	that entry into this Contract will increased interest rate; unless (a),	
		entitled to possession of	the property from and	after the date of this Contract,	
	Paragraph 7.	,,.19	,wnichever is later, sub	ject 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 or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substanially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the resortation contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.
- 14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract. Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
- 15. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.
- 16 RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.
- 17. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.
- 18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted. Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.
- 19. CONDEMNATION. Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
- 20. DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:
 - (a) Suit for Installments. Sue for any delinquent periodic payment; or
- (b) Specific Performance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
- (c) Forfeit Buyer's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
- (d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.
- (e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.
- 21. RECEIVER. If Seller has institued any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property. Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

2. BUYER'S REMEDY FOR SELLER's condition of this Contract, Buyer may, afte performance unless the breaches designate	S DEFAULT. If Seller fails to c ir 30 days' written notice to Sel d in said notice are cured.	ler, institute suit for damages or	specific
23. NON-WAIVER. Failure of either panereunder shall not be construed as a waive hereunder and shall not prejudice any rem	er of strict performance therea tedies as provided herein.	fter of all of the other party sobi	igations
ATTORNEYS' FEES AND COSTS. breach agrees to pay reasonable attorneys' incurred by the other party. The prevailing proceedings arising out of this Contract shouth suit or proceedings.	fees and costs, including cost arty in any suit instituted arisin all be entitled to receive reason	s of service of notices and title s gout of this Contract and in any fo able attorneys' fees and costs inc	earcnes, orfeiture urred in
25. NOTICES. Notices shall be either per by regular first class mail to Buyer at		ertified mail, return receipt reque	sted and
<u> </u>		, and to	Seller at
or such other addresses as either party may served or mailed. Notice to Seller shall als	to be sent to any institution rec	civing payments on the Contrac	# T
26. TIME FOR PERFORMANCE Tin Contract.	ne is of the essence in perform	ance of any obligations pursuar	nt to this
27. SUCCESSORS AND ASSIGNS. Sul shall be binding on the heirs, successors a	bject to any restrictions against: and assigns of the Seller and th	assignment, the provisions of this he Buyer.	Contract
28. OPTIONAL PROVISION SUl may substitute for any personal property sp Buyer owns free and clear of any encumbra specified in Paragraph 3 and future substitute Uniform Commercial Code reflecting	BSTITUTION AND SECURI' secified in Paragraph 3 hereinor snces. Buyer hereby grants Selle utions for such property and agr	TY ON PERSONAL PROPERT ther personal property of like nature of a security interest in all personal	re which property
SELLER	INITIALS:	BUYER	
<u> </u>		T	
improvements on the property without unreasonably withheld. BUYER SHALL SELLER	t the prior written consent NOT CLEAR-CUT PROPERTY INITIALS:	of Seller, which consent wal	l not be
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		VBSO)	١.
(c) Refer, (d) assigns, (e) contracts to conve forfeiture or foreclosure or trustee or sheri may at any time thereafter either raise the balance of the purchase price due and pa any transfer or successive transfers in the capital stock shall enable Seller to take the transfer to a spouse or child of Buyer, a tra inheritance will not enable Seller to take a condemnor agrees in writing that the pro- property entered into by the transferee.	if sale of any of the Buyer's intended in the sale of any of the Buyer's intended in the sale of the contended in the sale of the contended in the sale of the sal	erest in the property or this Control of the purchase price or declare tities comprising the Buyer is a co above of 49% or more of the ound of years (including options for re solution or condemnation, and a tagraph; provided the transferee of	act, Seller the entire rporation. itstanding newals), a ransfer by her than a
SELLER	INITIALS:	BUYER	_
NEM		XBXD	HETTAL
J		XB&W	
31. OPTIONAL PROVISION Plefects to make payments in excess of the because of such prepayments, incurs proseller the amount of such penalties in a SELLER	e minimum required payment enayment penalties on prior er	ON PRIOR ENCUMBRANCE is on the purchase price herein. icumbrances, Buyer agrees to for	and Seller.

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The payments during the current year shall be	s	ner 4
Such "reserve" payments from Buyer shall not 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	t accrue interest. Seller shall pa unts so paid to the reserve accot acess or deficit balances and cha	y when due all real estate taxes and ant. Buyer and Seller shall adjust the
SELLER	INITIALS:	BUYER
	-	
33. ADDENDA. Any addenda attached her	reto are a part of this Contract.	A . (C)
34. ENTIRE AGREEMENT. This Contract agreements and understandings, written or ora and Buyer.		
IN WITNESS WHEREOF the parties have si	gned and sealed this Contract t	he day and year first above written.
SELLER		BUYER
V. Elizabeth Myers V. ELIZABETH MYERS	CARL DARITY BARBARA DARI	alarty (
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STATE OF WASHINGTON }	STATE OF WASHINGTON	
SS.	P (SS.
COUNTY OF _SKAMANIA) On this day personally appeared before me	COUNTY OF	of,19
On this day personany appeared before the		
V. ELIZABETH MYERS to me know to be the individual described in		Notary Public in and for the State of issioned and sworn, personally
and who executed the within and foregoing instrument, and acknowledged that she	-	and sworth, personally
signed the same as her	and	
free and voluntary act and deed, for the uses and purposes therein mentioned.		President and Secretary
and purposes increm memoraed.	respectively, of	ted the foregoing instrument, and
GIVEN under my hand and official seal this	acknowledged the said instru and deed of said corporation	ment to be the free and voluntary ac n, for the uses and purposes thereit
12 day of Dec ,19 91	the said instrument.	d that authorized to execute
Notary Public in and for the State of Washington, residing at Stevenson.	Witness my hand and officing first above written.	al seal hereto affixed the day and yea
My Commission expires 3-14-95	Notary Public in and for	the State of Washington, residing a
My Commission expires 3-14-95		the State of Washington, residing a

EXHIBIT "A"

A tract of land in Government Lot 9 in the Northwest Quarter of of Section 36, Township 3 North, Range 7 1/2 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at a point of intersection of the West line of said Section 36 with the North line of Henry Shepard D.L.C.; thence East along the North line of Henry Shepard D.L.C. a distance of 554.5 feet; thence North 00° 32' 09" East a distance of 130.11 feet to the True Point of Beginning of the description. Thence continuing along said line a distance of 287.39 feet; thence North 89° 04' 37" West a distance of 332.50 feet; thence South 05° 36' 12" West'a distance of 233.32 feet to the Northwest corner of that tract of land conveyed to Nolan R. Willing and Judy M. Willing, husband and wife, by Warranty Deed recorded July 2, 1964, under Auditors File No. 63569, Records of Skamania County, Washington; thence North 89° 04' 37" East a distance of 118.61 feet to the Northeast corner of the Willing Tract; thence South 00° 32' 09" West a distance of 130.56 feet to the Southeast corner of the Willing Tract, said point being also on the Northerly Right-of-Way of Loop Road; thence in a Northeasterly direction along said Northerly Right-of Way line to the True Point of Beginning.

SUBJECT TO:

- 1. Easement for pipeline including the terms and provisions thereof recorded February 6, 1956 in Book 41, Page 84, Skamania County Deed Records.
- 2. Easement for Right-of-Way including the terms and provisions thereof recorded October 2, 1956 in Book 42, Page 315 kamania County Deed Records.
- 3. The records of title to the subject premises disclose no Manufactured Home Title Elimination Application (Form TD 420-730) for any mobile home which may be situated upon the premises. In the absence of such a recorded application, a mobile or manufactured home is personal property, not real property and will not be covered by a policy of Title Insurance. A Title Insurance policy covers only those real property rights which are subject to recording statutes. Any personal property rights or interest to a mobile home or manufactured home are not covered by the policy.