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Guardian Contract Services, Inc. Name

WHEN RECORDED RETURN TO

FILED FOR RECORD AT REQUEST OF

P.O. Box 2316

K56205VK

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 REAL ESTATE EXCISE TAX CONTRACT.

015525 REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

FEB 05 1993

PAID 736,00 ررس

SKAMARIA COUNTY TREASURER 1. PARTIES AND DATE. This Contract is entered into on January 18, 1993 between Kennedy H. Davis and Brabara J. Davis, husband and wife and Mm. Don Gray and Paula J. Gray, busband and wife Vit Novak and Zdenka Novak, 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 Gonzal. State of Washington:

Lot 9, MAPLE VIEW ACRES, according to the plat thereof, recorded in Book "B" of Plats, page 66, in County of Skamania, State of Mashington. SUBJECT TO: A 20 foot non-exclusive easement for ingress, egress, and utilities the centerline of which is described as follows: BEGINNING at the Southeast corner of Lot 8, "Maple View Acres", said point being North 01°25'05" East, 270.00 feet and South 88°41'18" East, 200.00 feet from the Southwest corner of the Northeast quarter of Section 6; thence South 01°25'05" Mest 80.00 feet to a 1/2 inch iron rod on the North right-of-way line of "Wildlife Drive" at the Southwest corner of Lot 7; thence North 88°41'18" Mest, 8.00 feet to the TRUE POINT OF BEGINNING: thence North 42°32'18" West, 110.93 feet to the terminus of said centerline at a point on the South line of Lot 8, that bears North 88°41'18" West, 85.00 feet from the Southwest corner of Lot 8.

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

Not applicable

No	part of the	e purchase pri	ice is attributed to pe	rsonal property.	•	•
4.	(a)	PRICE.	Buyer agrees to pay	:		
			s <u>57,500.00</u>		Total Price	
•		Less	(\$ 9,000.00		Down Payment	
	-	Less	-0- <sup>1</sup>		Assumed Obligation	n(s)
1	-	Results in	\$ 48,500.00		Amount Financed	
	(SXXXXX)	XXXXXXXXXXXXX	DAGRETTA CONTROL			t Obligation(s)bycaramoing
		and agreei	ng to pay that certain	·	dated	recorded as
	-	AF≉	. <i> </i>			balance of said obligation is
	-					on or before
						interest at the rate of
-		<del>~ ~ ~</del>	% per anum on	the declining bal		ike amount on or before the
		Note: Fill i	in the date in the following	owing two lines o	only if there is an ear	ly cash out date.
					E OF PRINCIPAL A	ND INTEREST IS DUE IN
FL	JLL NOT I	LATER THAI	N	, 19	·	

(c)	PAYMENT OF AMOUNT FINANCED BY SELLER	
•	Buyer agrees to pay the sum of \$ 48,500,00	as follows:
	\$ 566.60 or more at buyer's option on or before the 28th day	of February
	19 93 including interest from 1-29-93 at the rate of 11.5	per annum on the
	declining balance thereof; and a like amount or more on or before 15t da	y of each and every
	month thereafter until paid in full.	

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

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

That certain RE Contract dated 9-17-92 recorded as AF # 110134/8120P727 .

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

- (b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balances owed on prior encumbrances being paid by Seller. Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said 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.
- (c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due the leafter direct to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.
- 7. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

Covenants, Conditions, Restrictions recorded under Auditor's File No. 112991; Road Maintenance Agreement recorded under Auditor's File No. 112990; Easement for pipeline recorded in Book 41, at page 193; Rights of the State of Washington as to Fleming Creek; Any question that may arise due to shifting or changing in course of Fleming Creek as to the property referred to herein.

## 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.

- 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 Déclaration 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 substantially 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 of 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.

BUYER

- 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.

25. NOTICES. Notices shall be either personally served or shall be sent certified mail, by regular first class mail to Buyer at	return receipt requested and
4450 SW Mueller Drive Apt M-306, Beaverton Or 97007	, and to Seller a
3445 E. 44th Street, Tucson, AZ 85713	

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.

- 26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.
- 27. 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.
- 28. OPTIONAL PROVISION - SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

INITIALS:

N/A		N/A
N/A		N/A
29. OPTIONAL PROVISIO improvements on the propert unreasonably withheld.	N ALTERATIONS. Buyer shall not m y without the prior written consent of	ake any substantial alteration to the Seller, which consent will not be
SELLER	INITIALS:	BUYER
N/A		N/A
N/A	Y	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	<del>-</del>	INITIALS:		. в(	UTEK	
N/A	-		- -	- -	N/A	<u> </u>	
N/A		· · · · · · · · · · · · · · · · · · ·			N/A	·	· 

SELLER 5

32. OPTIONAL PROVISION PERIODIS periodic payments on the purchase price, Buy assessments and fire insurance premium as will a Seller's reasonable estimate.	er agrees to pay Selie approximately total the	r such portion of the real e amount due during the currer	state taxes and
The payments during the current year shall be Such "reserve" payments from Buyer shall not insurance premiums, if any, and debit the amou reserve account in April of each year to reflect ex reserve account balance to a minimum of \$10 a	accrue interest. Seller ints so paid to the reser cess or deficit balances	shall pay when due all real over account. Buyer and Seller and changed costs. Buyer ag	shall adjust the
SELLER	INITIALS:	BUYER	
N/A	+ 1.	N/A	<del></del>
N/A	• .	N/A	<u> </u>
33. ADDENDA. Any addenda attached hero	eto are a part of this C	ontract.	•
34. ENTIRE AGREEMENT. This Contract cagreements and understandings, written or oral and Buyer.			
IN WITNESS WHEREOF the parties have sig	ned and sealed this Co	ontract the day and year first	above written.
SELLER,	aun SI	BUYER	
Kennedy H. Davis	Vit N		
Barbara J. Davis by Ken Davis her attorney in fact	Zdenk	a Novak	
Ma Don Gray		Unlik Mora	k_
Paula J. Gray by Wan Don Gray	<u>(NGU)</u>		
her attorney in fact		1	
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	) "		
STATE OF WALLESTON	STATE OF WASHIN	IGTON 1	٠
COUNTY OF PIMA	COUNTY OF	55.	
On this day personally appeared before me		day of,1	9
BALBALA J. ORVISCO GR.		igned, a Notary Public in an	•
to me known to be the individual described / in and who executed the within and scregoing		commissioned and swe	• •
instrument, and acknowledged that			
signed the same as	and		· · · · · · · · · · · · · · · · · · ·
and purposes therein mentioned.		e President and	•
this  TAN 19 93	the corporation that acknowledged the said deed of said corpora- mentioned, and on or	at executed the foregoing dinstrument to be the free and ion, for the uses and purposes ath stated that auth	instrument, and voluntary act and therein
	the said instrument. Witness my hand a infirst above written.	and official seal hereto affixed	the day and year
residing at 485/ E. Winds	<u>.</u>	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
My Commission expires 11/3/23	Notary Public in	and for the State of Washin	ngton, residing at
	My Commission exp	ires on	

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STATE OF WHICH MICHAEL ARIZONA BOOK 133 PACT 306	
County of Pina County of Pina Company	
moutance Company	
On this day of	
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tell and also at the Attornay in Contract to David and a contract to the Attornay in Contract to David and the Contract to the	
and acknowledged to me that he signed and sealed the same as his own free and voluntary act and deed for him self, and also as his free and voluntary act and deed as Attorney in Fact for said	
principal is not deceased nor incompetent	
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11/3/70-	
PUBLIC NOTARY PUBLIC IN SINCE COMPANY - ACKNOWLEDGEMENT - SELF AND ATTORNEY IN FACT. CICCKOPL	
F. 9331. CHERN THE INBURANCE COMPANY - ACKNOWLEDGEMENT - SELF AND ATTORNEY IN FACT	•
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STATE OF WALKENBANDE ARIZONA	
O Sis. Chicago title	
At The surface Company	
On this	
to me keeping to be at the state of the stat	
executed the within instrument for him self and also as the Attorney in Fact for Barbara I Navis and acknowledged to me that he signed and sealed the same as his own free and voluntary act and deed	
free and voluntary act and deed as Attorney in Fact for said	
in the capacity and for the uses and purposes therein mentioned, and that said	
IN WESS WHEREOF'S have bereinty set hand and all and	
Wille OTAR have hereunta set my hand and affixed my official seal the day and year lirst above	
The Congression Ellines Tellinson	
Notary Public in and for the State of Mattheway residing at 4357 E. Winding	
Leede Pa	<b>_</b> .
F. 9331 CHICAGO TITLE INSURANCE COMPANY - ACKNOWLEDGEMENT - SELF AND ATTORNEY IN FACT	
INDIVIDUAL ACKNOWLEDGEMENT	
and the second of the second o	
STATE OF <u>NASAMA (&amp;c. ('laxk) County ss;</u> On this <u>1940</u> day of <u>Jaan and</u> , A.D. 19 <u>73</u> , before me, the undersigned, a Note	erv
Public in and for the State of Whaterston, duly commissioned and swom, personally appear	
Personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual(s) described in a	- ·
who executed the foregoing instrument, and acknowledged to me that signed and sealed the s	aid
instrument as the free and voluntary act and deed, for the uses and purposes therein mentione	d.
In Witness Whereof, I have hereunto set my hand and alliged my official seal, the day and year first above writt	<b>-1</b> .
Constitution And	
My(Commission expires:  My(Commission expires:  Walter My Bases - 5 of Ground  Residing at the State of August Aug	
AICKI KENYEN	
TYPE TAIDING ACKNOWLEDGEMENT BY ATTORNEY IN FACT	
ACKNOWLEDGEMENT BY ATTOMNET IN PAGE	-
STATE OF ARIZONA PIMA COUNTY SE:	<b>.</b>
On this 2/37 day of Oanuar A.D. 19 93, before me, the undersigned, a No. Public in and for the State of PRILONA, duly commissioned and sworn personally appear	
Venne ALL DAVIS AND WI	
personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual who executed	line
foregoing instrument as attorney in fact of therein described, and acknowledged to me that he signed and sealed the said instrument as attorney in fact of	neni
are such attenue to fact for said artificinal freely and votuntarily, for the uses and purposes therein mentioned, and	q ot
oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and the said is now if	VIII
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above wri	Hen
My Commission expires: Notary Public In and for the State of	
Periding at	

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