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ONTRACT.			~~~
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1. PARTIES	AND DATE This Contra	and the second second	19, 1993
	AND DATE, THIS CORRE	ct is entered into on nat c	
	*	ct is entered into on <u>Marc</u>	v 1
between	*		ander, husband and wife -
between	*		ander, husband and wife -
between	*		v 1
	Robert G. Kalande	r and Lynne A. Kal	ander, husband and wife -
	*	r and Lynne A. Kal	ander, husband and wife -
	Robert G. Kalande	r and Lynne A. Kal	ander, husband and wife -
Willi	Robert G. Kalande am Hogan, a singl	er and Lynne A. Kal	ander, husband and wife - as "Seller" and as "Buyer."
Willi	Robert G. Kalande am Hogan, a singl	er and Lynne A. Kalle person	ander, husband and wife - as "Seller" and
Willi	Robert G. Kalande am Hogan, a singl	er and Lynne A. Kalle person	ander, husband and wife - as "Seller" and as "Buyer." und Buyer agrees to purchase from Seller the
Willi	Robert G. Kalande am Hogan, a singl	er and Lynne A. Kalle person	ander, husband and wife - as "Seller" and as "Buyer." as "Buyer." and Buyer agrees to purchase from Seller the County, State of Washington:
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FULL NOT LATER THAN_______, 19___.
ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

BOOK 134 PAGE 213 PAYMENT OF AMOUNT FINANCED BY SELLER. Buyer agrees to pay the sum of \$ 49,900.00 506.12 or more at buyer's option on or before the 19th day of April 3... interest from 3/19/93 at the rate of 9. % per annuments of 19... % per annum on the declining balance thereof; and a like amount or more on or oefore the 19th day of each and every mont h 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 ... 3/.19 19 98

Payments are applied first to interest and then to principal. Payments shall be made at 17661 Collie Lane, Huntington Beach, CA 92647

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

That certain Deed of Trust dated 3/19/91 recorded as AF # 111008
Book 122, Page 656

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 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.
- 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.

Piease see attached Exhibt "A" for Subject to's

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 unuer persons otne 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.
- POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract. March 19, Paragraph 7.

BOOK 134 PAGE 214

- 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.
- 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 defermine. In the event of forfeiture, allrights of Buyer in insurance policies then in force shall pass to Seller.
- NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurânce premiums or utility charges constituting lieus 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.
- 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.
- 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.
- 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
- 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.
- DEFAULT: If the Buyer fails to observe or perform any term, covenant or condition of this Contract,
 - (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.
- 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.

BOOK 134 PAGE 215

22. BUYER'S REMEDY FOR SELLER'S DEFAUET. If Selier 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, return receipt requested and by regular first class mail to Buyer at 195 2nd Street, Lake Oswego, OR 97034

and to Seller at

17661 Collie Lane, Huntington Beach, CA 92647

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.

specified in Paragraph 3 and future so the Uniform Commercial Code refle	ubstitutions for such property and agrees to ecting such security interest.	execute a financing statement unde
SELLER	INITIALS:	BÛYER
29. OPTIONAL PROVISION - improvements on the property wunreasonably withheld.	ALTERATIONS. Buyer shall not mal without the prior written consent of S	ke any substantial alteration to the eller, which consent will not b
SELLER	NITIALS:	BUYER
30. OPTIONAL PROVISION (c) leases. (d) assigns. (e) contracts to	- DUE ON SALE. If Buyer, without written of convey, sell, lease or assign, (1) grants an op	consent of Seller. (a) conveys. (b) sell
forfeiture or foreclosure or trustee or	sheriff's sale of any of the Buyer's interest i	n the property or this Contract Sell-

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

SELLER	«INITIALS:	BUYER
		WILL
		V

31. OPTIONAL PROVISION - - PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER

INITIALS:

BUYER

	periodic payments on the purchase price, Buy	BOOK /34 PAGE 2/6 C PAYMENTS ON TAXES AND INSURANCE. In addition to the ear agrees to pay Seller such portion of the real estate taxes and approximately total the amount due during the current year based on
	insurance premiums, if any, and debit the amou	accrue interest. Seller shall pay when due all real estate taxes and ints so paid to the reserve account. Buyer and Seller shall adjust the cess or deficit balances and changed costs. Buyer agrees to bring the
-	SELLER	INITIALS: BUYER
•		
	33. ADDENĎA. Any addenda attached here	
	agreements and understandings, written or oral and Buyer.	onstitutes the entire agreement of the parties and supercedes all prior. 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
	Motis-Kalanda	
	ROBERT G. KALANDER	
	e de la companya de	
	and the second of the second	
	4	
į		
,	CALIFORNIA STATE OF WASHINGTON	STATE OF WASHINGTON ")
	COUNTY OF LOS ANGELES	SS.
	On this day personally appeared before me	COUNTY OF } On this day of ,19
:	Robert G. Kalander	before me, the undersigned, a Notary Public in and for the State of
	to me know to be the individual described in	Washington, duly commissioned and sworn, personally
	and who executed the within and foregoing	appeared
	instrument, and acknowledged that he	
G	signed the same as his	- and
	free and voluntary act and deed, for the uses and purposes therein mentioned.	to me known to be the President and Secretary,
		respectively, of the corporation that executed the foregoing instrument, and
	GIVEN under my hand and official seal	acknowledged the said instrument to be the free and voluntary act
	this	and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute
	18th dayof March 19 93	the said instrument.
	Notary Public in and for the State of	Witness my hand and official seal hereto affixed the day and year first above written.
	Mashington, residing at Los Angeles, CA	ms acove withen

My Commission expires 3/11/96

BOBBI SUE REINIER
COMM. #959992
I
NOTANY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Mar. 11, 1996

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

My Commission expires on_

BOOK 134 PAGE 217

32. OPTIONAL PROVISION PERIODI periodic payments on the purchase price, Bu assessments and fire insurance premium as will Seller's reasonable estimate.	yer agrees to pay Seller	
The payments during the current year shall be 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's unts so paid to the reserv xcess or deficit balances:	e account. Buyer and Seller shall adjust the and changed costs. Buyer agrees to bring the
SFLLER	INITIALS:	BUYER
33. ADDENDA. Any addenda attached her	reto are a part ôf this Co	entract
34. ENTIRE AGREEMENT. This Contract	constitutes the entire agre	eement of the parties and supercedes all prior
agreements and understandings, written or ora and Buyer.	ii. This Contract may be	amended only in writing executed by Sellel
IN WITNESS WHEREOF the parties have si	gned and sealed this Co	ntract the day and year first above written.
/SELLER		BUYER
Yene a Kallande		
	<i>#</i> ** <u>\</u>	to a second control of the control of
*		Carrier of the second
	M. Frensk	
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	~ (
CALIFORNIA		
STATE OF WASHINGATORS }	STATE OF WASHIN	IGTON)
COUNTY OF LOUISE }	COUNTY OF	}}
On this day personally appeared before me		day of
Lynne A. Kallander		igned, a Notary Public in and for the State
to me know to be the individual described in and who executed the within and foregoing instrument, and acknowledged that	-	commissioned and sworn. personal
she signed the same as her	and	
free and voluntary act and deed, for the uses		e President and Secretai
and purposes therein mentioned.	respectively, of	
GIVEN under my hand and official seal	acknowledged the sai	t executed the foregoing instrument, ar id instrument to be the free and voluntary a poration, for the uses and purposes there
18th day of 11618h ,1993		ath stated that authorized to execu
Notary Public in and for the State of Washington residing at Clange California	Witness my hand a first above written.	nd official seal hereto affixed the day and ye
My Commission expires Dec 5,1994	Notone Public in	and for the State of Washington, residing

My Commission expires on.

OFFICIAL SEAL
LINDA SUE LIND
WOTARY PUBLIC CALIFORNIA
ONANCE COUNTY
NY COURS EMPAS COC. 5 1994

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. per The payments during the current year shall be \$ Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment. INITIALS: SELLER ADDENDA. Any addenda attached hereto are a part of this Contract. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer. IN WITNESS WHEREOF the parties have signed and scaled this Contract the day and year first above written. SELLER STATE OF WASHINGTON STATE OF WASHINGTON SS. COUNTY OF COUNTY OF On this day personally appeared before me ___ day of __ _ .19 On this before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally to me know to be the individual described in and who executed the within and foregoing appeared _____ instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses to me known to be the _____ President and _____ Secretary, and purposes therein mentioned. respectively, of _ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act GIVEN under my hand and official seal and deed of said corporation, for the uses and purposes therein this mentioned, and on oath stated that _____ authorized to execute __ day of ______,19 ____ the said instrument.

first above written.

My Commission expires on

Notary Public in and for the State of

Washington, residing at _____

My Commission expires _____

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

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

ADDENDUM TO REAL ESTATE CONTRACT

Until the contract is paid in full buyer shall obtain written permission from seller in advance before cutting any trees on the property. Such permission shall not be unreasonalby withheld. This restriction shall apply to every tree on the property including Damaged trees. ----

aft-

That portion of the Northwest Quarter of the Northeast Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as Lot 3 of S.A.F.E. Short Plat No. 3, recorded June 10, 1981, in Book 2 of Short Plats, Page 217, in Auditors File No. 92582.

SUBJECT TO:

- 1. Right of the Public in and to that portion lying within roads.
- 2. Easement, including the terms and provisions thereof, recorded September 28, 1978, in Book 75, Page 422, Auditors File No. 87298, Skamania County Deed Records.
- 3. Easements for ingress, egress and utilities, including the terms and provisions thereof, recorded March 11, 1978 in Book 79, Page 465, Auditors File No. 92151, Skamania County Deed Records. Also recorded April 1, 1978, in Book 79, Page 549, Auditors File No. 92239, Skamania County Deed Records. Also recorded March 5, 1978 in Book 79, Page 428, Auditors File No. 92116, Skamania County Deed Records.
- 4. Road Maintenance Agreement, including the terms and provisions thereof, recorded December 1, 1981, in Book 80, Page 592, Auditors File No. 93397, Skamania County Deed Records.

 Rerecorded in Book 80, Page 719, Skamania County Deed Records.
- 5. Deed of Trust, including the terms and provisions thereof, executed by Robert G. Kalander and Lynne A. Kalander, husband and wife, as grantor, to Knapp, O'Dell, Lewis & Hagensen, as trustee for Gale E. Erickson and Judie L. Erickson, husband and wife, as Beneficiary, dated March 19, 1991, recorded March 22, 1991, in Book 122, Page 656, in Auditor's File No. 111008, Skamania County Mortgage Records, given to secure the payment of \$19,000.00.