	2			TO THE
Filed for Record a	at Dequest of		Dec	21 11 21 AN 193
	• .			J. Worth
AFTER RECORDS	• • •		GA	RYH. OLSON
Name	Columbia Title	Company		
Address	165 N. E. Este	s Street		
City, State, Zip	White Salmon,	WA 98672		
Escrow No. 18	259			
CONTRAC	IONAL PROV T WHETHE THIS CONTRA	ISION NOT INITIAL R INDIVIDUALLY OR CT.	ED BY ALL PERSO AS AN OFFICER OF	ONS SIGNING THIS RAGENT IS NOT A
	i8293	REAL ESTATE ( (RESIDENTIAL SI		BOOK 140 PAGE40
	₹ \$1.2			/ P
1. PARTIES	AND DATE. This (	Contract is entered into on Oc	ctober 27, 1993	
one-half i	nterest, and I	D and VICKY L. SEWARD, DUSTY MOSS, a single p	husband and wife, a	is to an undivided
		grand and a strict of	ZETSUI.	
or "callas" and	TOINI CIM I CHO	num a rum		
as sener and	_1014 CHR12101	PHER GAINES AND BARBAR	CA J. GAINES, husband	and wife
<del></del>				· · · · · · · · · · · · · · · · · · ·
as "Buyer."	<u></u>			<u> </u>
2. SALE AN	D LEGAL DESCR	IPTION. Seller agrees to sell	to Buyer and Buyer agrees	to nurchase from Seller the R. I.
following desc	cribed real estate in	SKAMANIA Coun	ty, State of Washington:	
Lot 16, NO	ATHWESTERN LAI	KE DEVELOPMENT SUBDIVI	ISION, according to	the recorded 5
State of W	ashington	in Book B of Plats, Pa	age /3, in the County	y of Skamania,
₹÷.	- 40		- 4/	- EC
SUBJECT	TO: SEE ATTAC	HED EXHIBIT "A"		Ö.
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			/ 7 %	016311
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3 PERSONA	I PROPERTY P.	rsonal property, if any, include		ESTATE EXCISE TAY,
5.1.2300.4	Z I KOILKI I. I C	rsousi property, it sny, incince	a in the sale is as follows:	OO Lansa
			nún (A	6.32 (576.00+28.80+11.52)
No part of the	nurchase neice is a	stributed to personal property.	,	5.00 G 18.00 20.00 11.30)
	· r pinc sa	minority to betsein broberty.	001111	dyouty
4. (a)	PRICE. Buyer a		)	Registered
· 55'	Less (\$	45,000.00 2,500.00	Total Price	Indexed, Dir In
्र <sup>क</sup> इ.स.	Less (\$_	2,300,00	) Down Payment ) Assumed Obligation(	s) Indirect
	Results in \$_	42,500.00	Amount Financed by	Seller. Filmed
<b>(b)</b>	ASSUMED OF	BLIGATIONS, Buyer agrees to	o pay the phone Assumed O	Mailed Direction(s) by accoming and
and the second of the second o	agreeing to pay	y that certain	dated	recorded as
	AF#which is payal		inpaid balance of said obliga	
- 1		10	or before the	day of

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

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

the declining balance thereof; and a like amount on or before the each and every \_\_\_\_\_\_ thereafter until paid in full.

FULL NOT LATER THAN \_\_\_\_\_\_\_, 19

(c)	PAYMENT OF AMOUNT FINANCED BY SELLER.
10 to	Buyer agrees to pay the sum of \$ 42,500,00 as follows:
	December 19 93 including interest from NOVEMBER 05 1993
( Y )	at the rate of 8.0000% per annum on the declining balance thereof; and a like amount or more on or before the FIFTH day of each and every month thereafter until paid in
	Note: Fill in the date in the following two lines only if there is an early cash out date
ANOTALLAS	PAYMENT OF \$12,500.00 IS DUE BY JANUARY 20, 1994.  ANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN ATER THAN NOVEMBER 5, 1997.
	Payments are applied first to interest and then to principal. Payments shall be made at COLUMBIA TITLE COMPANY. PO BOX 1128. WHITE SALMON. WA 98672
-	or such other place as the Seller may hereafter indicate in writing.
within lifteen costs assessed any remedy t Seller for the	RE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments on gation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of y the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs fees incurred by Seller in connection with making such payment.
6. (a) OBLI hereunder the That certain_	GATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received following obligation, which obligation must be paid in full when Buyer pays the purchase price in full:
(b) EQUI equal to the encumbrance	OITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.  TY OF SELLER PAID IN FULL, if the balance owed the Seller on the purchase price herein becomes balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said as as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and her payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the Paragraph 8.
payments on payments wit costs assessed remedy by th amount so pr	TRE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent hin 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any e holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% of the id and any attorney's fees and costs incurred by Buyer in connection with the delinquency from payments
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ANY ADDIT  8. FULFII  Warranty Decacambrance	goue Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, are the right to make all payments due thereafter direct to the holder of such prior encumbrance and can balance owing on such prior encumbrance from the then balance owing on the purchase price and dic payments on the balance due Seller by the payments called for in such prior encumbrance as such ome due.  I ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including listed teaancies, earements, restrictions and reservations in addition to the obligations assumed by Buyer stions being paid by Seller:  INONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.  LIMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory cell in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any a nonemed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or a other than the Seller herein. Any personal property included in the sale shall be included in the
ANY ADDIT  R. FULFII Warranty Decacambrance under person fulfillment decacambrance addition to all	goue Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, are the right to make all payments due thereafter direct to the holder of such prior encumbrance and can balance owing on such prior encumbrance from the then balance owing on the purchase price and dic payments on the balance due Seller by the payments called for in such prior encumbrance as such ome due.  I ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including listed teaancies, earements, restrictions and reservations in addition to the obligations assumed by Buyer stions being paid by Seller:  INONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.  LIMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory cell in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any a nonemed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or a other than the Seller herein. Any personal property included in the sale shall be included in the
ANY ADDIT  ANY ADDIT  ANY ADDIT  B. FULFIL  Warranty De  encumbrance under person fulfillment de  9. LATE ( Buyer agrees addition to al due skall be a	gaue the right to make all payments due thereafter direct to the holder of such prior encumbrance and sea balance owing on such prior encumbrance from the then balance owing on the purchase price and lic payments on the balance due Seller by the payments called for in such prior encumbrance and lic payments on the balance due Seller by the payments called for in such prior encumbrance as such ome due.  I ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer sticus being paid by Seller:  IMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory oil in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any a sessumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or a other than the Seller herein. Any personal property included in the sale shall be included in the sale shall be included in the sale charge equal to 5% of the amount of such payment. Such late payment charge shall be in other remedies available to Seller and the first amounts received from Buyer after such late charge shall be in other remedies available to Seller and the first amounts received from Buyer after such late charge shall be in other remedies available to Seller and the first amounts received from Buyer after such late charge shall be in the sale of the sale shall be included in the

- 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 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 substantially restore the premises to their condition before the loss. If the insurance proceeds to apply the funds on the restoration 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
- 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 colligations 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 underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seiler may direct.
- 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 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 to said Notice is not received within thirty (30) days after the date said Notice is either depositied 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 attorney's fees and costs.
- (c) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.
- 21 RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

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	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 invited.
٠	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. ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, proceedings arising out of this Contract shall be entitled to receive reasonable attorney's 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 605 BANCROFT ROAD, KELLER, TX 76248
	, and to Seller at
	, and to scher at
	or such other addresses as either party may an it.
	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
	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 CLIPCTURE CO.
	substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer may owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified commercial Code reflecting such security interest.
	SELLER INITIALS: BUYER
	29. OPTIONAL PROVISION ALTERATIONS D
ì	29. 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 not be unreasonably withheld.
	SELLER INITIALS: BUYER
	0. 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. (1) grants on continue to be seller, (a) conveys, (b) sells,
П	orienture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract. Seller
. ti	calance of the purchase price due and payable. If one or more of the entities comprising the Buver is a corporation, any
i i	o a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer two
P	ondemnor agrees in writing that the provisions of this paragraph apply to any subsequent transferee other than a reperty entered into by the transferee.
	SELLER
-	BUYER
3	I OPTIONAL PROVISION - PRE DAVIAGENT PER
to	1. 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.

INTITALS:

SELLER

BUYER

•		BOOK 140 PAGE 40L
		AND INSURANCE. In addition to the ch portion of the real estate taxes and unt due during the current year based on
	accrue interest. Seller shall pay who o paid to the reserve account. Buyer deficit halances and changed costs	Such con due all real estate taxes and insurance and Seller shall adjust the reserve account Buyer agrees to bring the reserve account
SELLER	INITIALS:	BUYER
		· · · · · · · · · · · · · · · · · · ·
33. ADDENDA. Any addenda attached	hereto are a part of this Contract.	
34. ENTIRE AGREEMENT. This Co agreements and understandings, written of Buyer.	ntract constitutes the entire agreement or oral. This Centract may be amend	ent of the parties and supercedes all prior ded only in writing executed by Selier and
IN WITNESS WHEREOF the parties have	e signed and sealed this Contract the	day and year first above written.
SELCER US		BUYER
CHARLES W. SEARD	JOHN CHOIST	War Saines
VICRY L. SEWARD	BARBA J.	GAINES Saines
DUSTY MOSS	<del></del>	
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VICKY L. SEWARD AND DUCKE	factory evidence that <u>CHARLES W.</u>	
they signed this instrument and acknown mentioned in this instrument.  Dated: 93	s who appeared before me, and whedged it to be their free and when the state of the	d said person s acknowledged that columnary act for the uses and purposes
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are the Commence of the Commen	16-21	Jemple
3 0 1	Notary Public in and for the Residing at 10 Hours	e State of Thur
- 63°	My appointment expires:	4-5.97
15 7		<b>3</b>

- 1. Rights of the public in and to that portion lying within Road.
- 2. Protective Covenants, including the terms and provisions thereof, recorded April 29, 1981 in Book 123, Page 58.
- 3. Protective Covenants, including the terms and provisions thereof, recorded February 23, 1993 in Book 133, Page 590.
- 4. Protective Covenants, including the terms and provisions thereof, recorded March 11, 1993 in Book 133, Page 954.
- 5. Home Owners Associations fees, if any, as disclosed by the covenants shown above.
- 6. Easement for Pipeline, including the terms and provisions thereof, recorded September 2, 1992 in Book 130, Page 495 and 501.
- 7. Easement for Water Line, including the terms and provisions thereof, recorded September 2, 1992 in Book 130, Page 506.

(SEE ATTACHED PAGE 2 OF EXHIBIT A)

STATE OF WASHINGTON, County of KLICKITAT

On this day personally appeared before me DUSTY MOSS

to me known to be the individual—described in and who executed the within and foregoing instrument, and acknowledged that HE statement as HIS free and voluntary act and deed, for the uses and purposes therein mentions of the statement of the st

GIVEN under my hand and their the the

day of DECEMBER

, 19 93

Notary Public in and for the State of Weskington,
residing at WHITE SALMON TAMI NYSTROM

My appointment expires 3-12-94

ACKNOWLEDGMENT - INDIVIDUAL FIRST AMERICAN TITLE COMPAN

My appointmen

PAGE 2 EXHIBIT A

November 1, 1993

BOOK 140 PAGE 408

Columbia Gorge Title Company White Salmon, WA

Addition to Contract dated 11/01/93;

It is hereby agreed upon by both sellers and buyer that a rental cabin may be constructed as well as a permanent home dwelling on Lot #16 Northwestern Lakes development per attached drawing (drawn by Dusty Moss 10/28/93).

Seller

Seller

Buyer

ONS SIGNING THIS RAGENT - IS NOT A  BOOK 140 PAGE
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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

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

LPB-44 (8/86)

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37	· Y .		the	FIFTH	day of ea	ch and every	thereof; and a	like amount	or more
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- 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 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 restoration 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 forfeitere.
- (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 persuant to said Notice is not received within thirty (30) days after the date said Notice is either deposition 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 attorney's fees and costs.
- (c) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.
- 21 RECEIVER, If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

- 22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
- 23. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
- 24. ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's 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 attorney's fees and costs incurred in such suit or proceedings.

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such other addresses as either party rved or mailed. Notice to Seller shall	y may specify in writing to the other also be sent to any institution receivin	party. Notices shall be deemed given whe grayments on the Contract.
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vithheld. SELLER	INTITIALS:	BUYER
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(c) leases, (d) assigns, (e) contracts to forfeiture or foreclosure or trustee or may at any time thereafter either rabalance of the purchase price due and transfer or successive transfers in the	o convey, sell, lease or assign, (f) gram or sheriff's sale of any of the Buyer's it raise the interest rate on the balance and payable. If one or more of the entitie nature of items (a) through (g) about above action. A lease of less than 3 yet transfer incident to a marriage dissociative any action pursuant to this Par	ritten consent of Seller, (a) conveys, (b) so its an option to buy the property, (g) permit interest in the property or this Contract, Sel e of the purchase price or declare the en- ties comprising the Buyer is a corporation, ove of 49% or more of the outstanding cap ars (including options for renewals), a trans- colution or condemnation, and a transfer ragraph; provided the transferee other than y to any subsequent transaction involving
to a spouse or child of Buyer, a tinheritance will not enable Seller to		, 10 m) 1 m m m m m m
to a spouse or child of Buyer, a t inheritance will not enable Seller to condemnor agrees in writing that th	cc.	
to a snowne or child of Buyer, a t		BUYER
to a spouse or child of Buyer, a t inheritance will not enable Seller to condemnor agrees in writing that th property entered into by the transfere	cc.	BUYER

of such penalties in addition to payments on the purchase price.

**SELLER** 

BUYER

## BOOK 140 PAGE 404

periodic payments on the purchase pri assessments and fire insurance premium Seller's reasonable estimate.	ce. Buyer surces to nay Seller	such portion of the real estate taxes and amount due during the current year based on
premiums, if any, and depit the amounts of	accrue interest. Seller shall pay- so paid to the reserve account. Bu deficit balances and changed cos	per
SELLER	INITIALS:	BUYER
33. ADDENDA. Any addenda attache	d hereto are a part of this Contra	a.
34. ENTIRE AGREEMENT. This Coagreements and understandings, written Buyer.	ontract constitutes the entire agree or oral. This Contract may be an	ement of the parties and supercedes all prior nended only in writing executed by Seller and
IN WITNESS WHEREOF the parties ha	ve vigned and sealed this Contrac	t the day and year first above written.  BUYER
CHARLES W. S. C. Seward	TOHY CH	STOPHER LINES Gaines
DUSTY MOSS	BARBAKA	J. GAINES
DOSTI AUSS		
0	-X 1 7	
		(O)
STATE OF COUNTY OF COUNTY OF	}}	
I certify that I know or have sati	isfactory evidence that CHARLES	W. SEWARD
they signed this instrument and ack	n_s_ who appeared before me nowledged it to be their free is	, and said person s acknowledged that and voluntary act for the uses and purposes
mentioned in this instrument.  Dated:	<u> </u>	
Access to the same	70	1 Jumple
The state of the s	Notary Public in and I	for the State of Italia
2 63 2	Residing at 10000 My appointment expir	nully Ill
(4)	- -	· · · · · · · · · · · · · · · · · · ·

- 1. Rights of the public in and to that portion lying within Road.
- 2. Protective Covenants, including the terms and provisions thereof, recorded April 29, 1981 in Book 123, Page 58.
- 3. Protective Covenants, including the terms and provisions thereof, recorded February 23, 1993 in Book 133, Page 590.
- 4. Protective Covenants, including the terms and provisions thereof, recorded March 11, 1993 in Book 133, Page 954.
- 5. Home Owners Associations fees, if any, as disclosed by the covenants shown above.
- 6. Easement for Pipeline, including the terms and provisions thereof, recorded September 2, 1992 in Book 130, Page 495 and 501.
- 7. Easement for Water Line, including the terms and provisions thereof, recorded September 2, 1992 in Book 130, Page 506.

(SEE ATTACHED PAGE 2 OF EXHIBIT A)

STATE OF WASHINGTON, County of KLICKITAT

On this day personally appeared before me DUSTY MOSS -

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that: HE timed the median as HIS free and voluntary act and deed, for the uses and purposes therein mediants are some as HIS.

GIVEN under my hand and shape the Eth

day of DECEMBER

, 19 93

Notary Public in and for the State of Weshington, residing at WHITE SALMON TAMI NYSTROM

My appointment expires 3-12-94

ACKNOWLEDGMENT - IND://IO

PAGE 2 EXHIBIT A

November 1, 1993

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Columbia Gorge Title Company White Salmon, WA

Addition to Contract dated 11/01/93:

It is hereby agreed upon by both sellers and buyer that a rental cabin may be constructed as well as a permanent home dwelling on Lot #16 Northwestern Lakes development per attached drawing (drawn by Dusty Moss 10/28/93).

Chilisseway

Seller

Buver

Seller

Bularaf Gaines