LPB-44 (R/88) Page 1 of 5

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Filed for Record at Request of	FILED FOR RECORD
Clark County Title Company AFTER RECORDING MAIL TO:	CLARE COLLY TITLE
Name CLARK COUNTY TITLE	Aus 10 pl 08 Pil 'S4 P. Johnson
Address	AUDITOR GARY H. OLSON
City, State, Zip	SALL II. VLOUN
Escrow No. 39570CF	
ANY OPTIONAL PROVISION NOT INITIALED BY ALI CONTRACT WHETHER INDIVIDUALLY OR AS AN OFF PART OF THIS CONTRACT.	L PERSONS SIGNING THIS ICER OR AGENT IS NOT A
120231 REAL ESTATE CONTRACT (RESIDENTIAL SHORT FOR	DESCRIPTION OF THE PROPERTY OF
	1 7
1. PARTIES AND DATE. This Contract is entered into on July 20, 1994 between WILLIAM C. GOLLEHON, AS HIS SEPERATE ESTATE, RICHASEPERATE ESTATE, SUSAN M. GALYAN, AS HER SEPERATE ESTATE CHRISTOPHER KLIKS	ARD A. GOLLEHON, AS HIS AND MARJORIE P. as Seller and
2 SALE AND LEGAL DESCRIPTION S. II.	as "Buyer."
2. SALE AND LEGAL DESCRIPTION. Seller agrees to seil to Buyer and Be following described real estate in SKAMANIA County. State of Wash **GULLIFORD, AS HER SEPERATE ESTATE AS THE SOLE HEIRS FO	uyer agrees to purchase from Seller the ington: R THE ESTATE OF PAUL D. GOLLFHON
LOT 21, BLOCK 1, RIVER GLEN ON THE WASHOUGAL, according thereof of file and of record at page 132 of Book A of P Skamania County, Washington.	to the official plat deceas
SUBJECT TO: "COVENANTS, CONDITIONS, RESTRICTIONS, RESERVA	ATIONS, EASEMENTS AND
THIS CONTRACT IS BEING SIGNED IN COUNTERPARTS	· 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
	16822 § \$
3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as	REAL ESTATE EXCISE TAX
No part of the purchase price is attributed to personal property.	16822  FORMATION POLA  PAID 1934  PAID 1934  PAID 1934  PAID 1934
A (a) PRICE Russes are a facility	PAID 193
\$ 15,000.00 Total Price Less (\$ 3,000.00 ) Down Page	ymenskamania county treasurer
Less (\$) Assumed	Obligation(s) Financed by Seller.
(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above agreeing to pay that certain N/A dated	Assumed Obligation(s) by assuming and  N/A recorded as
AF#_N/A Seller warrants the unpaid balance of which is payable \$ N/A on or before the	f said obligation is \$ <u>N/A</u> N/A day of
N/A , 19 N/A interest at the declining balance thereof; and a like amount on or befor	the rate of N/A % ner annum on
each and every thereafter until paid in full.  Note: Fill in the date in the following two lines only if there is a	in early cash out date.
NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRIFE FULL NOT LATER THAN N/A 19	NCIPAL AND INTEREST IS DUE IN
ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCL	_
	Indicate the second
	Filmed Page Lof S
	Mailed

(c) ·	PAYMENT OF AMOUNT FINANCED BY SELLER.  Buyer agrees to pay the sum of \$ 12,000,00 as follows:  \$ 128,96 or more at buyer's option on or before the 8th, day of
	September 19 94 Including interest from AUGUST 8, 1994 at the rate of 10,0000% per annum on the declining balance thereof; and a like amount or more on or before the 8th 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 August 08, 1996.

Payments are applied first to interest and then to principal Payments shall be made at large for July 5 take Bank or such other place as the Seller may hereafter indicate in writing. 420 5 main 5t

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	r agrees to continue	to pay from	payments re	eceived
hc	reunder the following	obligation, which obl	ligation must be paid i	n full when Buyer pa	ys the purchase	e price in Iul	il:
	nat certainNONE	dated	ب المحمل من حروسست . الوالسا	recorded as A	***		·•

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 attorney's 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.
- 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 and easements of record, if any

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.

11	POSSESSION	Buver i	is entitled to possession of the property from and after the date of this Com	iract, or
2 4 .	T (ABLOSTON	10	whichever is later, subject to any tenancies described in Paragraph 7.	-
	record ing	, 17,	. William is later, subject to any tenanting	-

- 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 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 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.
- (e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.
- 21 RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

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22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to obse condition of this Contract, Buyer may, after 30 days' written notice to Seller, performance unless the breaches designated in said notice are cured.	cive or perform any term, covenant or institute suit for damages or specific
23. NON-WAIVER. Failure of either party to insist upon strict perform hereunder shall not be construed as a waiver of strict performance therafter hereunder and shall not prejudice any remedies as provided herein.	ance of the other party's obligations of all of the other party's obligations
24. ATTORNEY'S FEES AND COSTS. In the event of any breach of this obreach agrees to pay reasonable attorney's fees and costs, including costs of incurred by the other party. The prevailing party in any suit instituted arising out proceedings arising out of this Contract shall be entitled to receive reasonable attail or proceedings.	service of notices and title searches, of this Contract and in any forfeiture
25. NOTICES. Notices shall be either personally served or shall be sent certiby regular first class mail to Buyer at 5525 SW FRANKLIN, VANCOUVER, W	ified mail; return receipt requested and A 98660
	, and to Seller at
or such other addresses as either party may specify in writing to the other part served or mailed. Notice to Seller shall also be sent to any institution receiving pa	y. Notices shall be deemed given when yments on the Contract.
26. TIME FOR PERFORMANCE. Time is of the essence in performant Contract.	ce of any obligations pursuant to this
27. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignable binding on the heirs, successors and assigns of the Selier and the Buyer.	gnment, the provisions of this Contract
28. OPTIONAL PROVISION SUBSTITUTION AND SECURITY ON substitute for any personal property specified in Paragraph 3 herein other perso owns free and clear of any encumbrances. Buyer hereby grants Seller a security in Paragraph 3 and future substitutions for such property and agrees to execute a Commercial Code reflecting such security interest.  SELLER  INITIALS:	onal property of like nature which Buyer interest in all personal property specified
NA	
29. OPTIONAL PROVISION ALTERATIONS. Buyer shall not m improvements on the property without the prior written consent of Seller, withheld.  SELLER INITIALS:	ake any substantial alteration to the which consent will not be unreasonably BUYER
\/\displaystation=\frac{1}{2}	BUTER
/V// <del>/</del> /	
30. OPTIONAL PROVISION DUE ON SALE. If Buyer, without written (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest may at any time thereafter either raise the interest rate on the balance of the balance of the purchase price due and payable. If one or more of the entities of transfer or successive transfers in the nature of items (a) through (g) above of stock shall enable Seller to take the above action. A lease of less than 3 years (it to a spouse or child of Buyer, a transfer incident to a marriage dissolution inheritance will not enable Seller to take any action pursuant to this Paragrap condemnor agrees in writing that the provisions of this paragraph apply to a property entered into by the transferce.	option to buy the property, (g) permits a st in the property or this Contract, Seller he purchase price or declare the entire emprising the Buyer is a corporation, any 49% or more of the outstanding capital including options for renewals), a transfer by or condemnation, and a transfer by ph; provided the transferee other than a
SELLER INITIALS:	BUYER
<b>M9</b>	c <u>k</u>
31. OPTIONAL PROVISION PRE-PAYMENT PENALTIES ON PRIC to make payments in excess of the minimum required payments on the purch such prepayments, incurs prepayment penalties on prior encumbrances, Buyer of of such penalties in addition to payments on the purchase price.	hase price herein, and Selier, because of

.. INITIALS:

SELLER

BUYER

22.	BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or
condi	tion of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific
perto	rmance 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 therafter of all of the other party's obligations hereunder and shall not prejudice any temedies as provided herein.

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24.	ATTORNEY'	S FEES AND C	OSTS. In the	event of any br	reach of this (	Contract, the pa	irty responsible	le for the
breach	h agrees to pa	y reasonable att	torney's fees a	and costs, inclu-	ding costs of	service of noti	ces and title	searches
incurr	ed by the other	r party. The pre-	vailing party in	any suit institut	ted arising ou	t of this Contra	ct and in any	lorfeit <b>u</b> re
proce	edings arising o	ut of this Contra	act shall be ent	itled to receive	reasonable at	torney's fees and	d costs incurre	ed in such
suit or	r proceedings.		ą i					

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		, and	to Seller at
or such other addresses as either party may sp served or mailed. Notice to Seller shall also be so			given when
26. TIME FOR PERFORMANCE. Time Contract.	is of the essence in perform	ance of any obligations pursu	ant to this
27. SUCCESSORS AND ASSIGNS. Subject shall be binding on the heirs, successors and assignments.			is Contract
28. OPTIONAL PROVISION SUBSTIT substitute for any personal property specified in owns free and clear of any encumbrances. Buye in Paragraph 3 and future substitutions for such Commercial Code reflecting such security interests.	n Paragraph 3 herein other pe r hereby grants Seller a secution property and agrees to execut	rsonal property of like nature v ty interest in all personal proper	which Buyer rty specified
SELLER	INITIALS:	BUYER	
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29. OPTIONAL PROVISION ALTEI improvements on the property without the p withheld.			
SELLER	INITIALS:	BUYER	
	N/H		
20 OPTIONAL PROVISION DUE ON	CALE MEN.	4	(L)11_
30. OPTIONAL PROVISION DUE ON (c) leases, (d) assigns, (c) contracts to convey, forfeiture or foreclosure or trustee or sheriff's may at any time thereafter either raise the i	sell, lease or assign, (f) grants sale of any of the Buyer's into	an option to buy the property, or this Co	(g) permits a ntract, Seller
balance of the purchase price due and payable transfer or successive transfers in the nature of stock shall enable Seller to take the above active.	e. If one or more of the entitie of items (a) through (g) above	s comprising the Buyer is a corp of 49% or more of the outsta	poration, any nding capital
to a spouse or child of Buyer, a transfer inheritance will not enable Seller to take any condemnor agrees in writing that the provisi property entered into by the transferee.	ncident to a marriage dissolvection pursuant to this Parag	ution or condemnation, and a graph; provided the transferee	transfer by other than a
SELLER	INITIALS:	BUYER	
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## BOOKINS PAGE 85

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2. BUYER'S REMEDY FOR SELL ondition of this Contract, Buyer may, a ceformance unless the breaches designate		erve or perform any term, covenant of institute suit for damages or specif
3. NON-WAIVER, Failure of eithe creunder shall not be construed as a creunder and shall not prejudice any ren	waiver of strict performance therafter	nance of the other party's obligation of all of the other party's obligation
4. ATTORNEY'S FEES AND COS' reach agrees to pay reasonable attorn neutred by the other party. The prevailing out of this Contract suit or proceedings.	ng party in any suit instituted arising or	f service of notices and title searche ut of this Contract and in any forfeitu
5. NOTICES. Notices shall be either by regular first class mail to Buyer at _55	personally served or shall be sent cert 25 SW FRANKLIN, VANCOUVER, V	ified mail, return receipt requested a IA 98660
		, and to Seller
or such other addresses as either party served or mailed. Notice to Seller shall al	may specify in writing to the other par so be sent to any institution receiving pa	ty. Notices shall be deemed given whayments on the Contract.
26. TIME FOR PERFORMANCE. Contract.	Time is of the essence in performan	nce of any obligations pursuant to t
27. SUCCESSORS AND ASSIGNS. shall be binding on the heirs, successors		ignment, the provisions of this Conti
28. OPTIONAL PROVISION SU substitute for any personal property spe owns free and clear of any encumbrance in Paragraph 3 and future substitutions for Commercial Code reflecting such securit SELLER	s. Buyer hereby grants Seller a security for such property and agrees to execute	onal property of like nature which Bu interest in all personal property speci
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29. OPTIONAL PROVISION improvements on the property withou withheld.	ALTERATIONS. Buyer shall not not the prior written consent of Seller,	nake any substantial alteration to which consent will not be unreason
SELLER	INITIALS:	BUYER
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(c) leases, (d) assigns, (e) contracts to confeiture or foreclosure or trustee or simply at any time thereafter either raise balance of the purchase price due and transfer or successive transfers in the stock shall enable Seller to take the about of a spouse or child of Buyer, a trainheritance will not enable Seller to the condemnor agrees in writing that the property entered into by the transferce	UE ON SALE. If Buyer, without writter convey, sell, lease or assign, (f) grants at sheriff's sale of any of the Buyer's interest the interest rate on the balance of payable. If one or more of the entities of nature of items (a) through (g) above to ove action. A lease of less than 3 years (ansfer incident to a marriage dissolut ake any action pursuant to this Paragra provisions of this paragraph apply to INITIALS:	n option to buy the property, (g) permost in the property or this Contract, So the purchase price of declare the ecomprising the Buyer is a corporation of 49% or more of the outstanding ca (including options for renewals), a training or condemnation, and a transferant; provided the transferee other the
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SELLER  DM 1		
SELLER		

such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount

INITIALS:

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

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BUYER

conc	BUYER'S REMEDY FOR SELLER'S DEFAULT, If Seller fails to observe or perform any term, covenant or lition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific ormance unless the breaches designated in said notice are cured.
	NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations cunder shall not be construed as a waiver of strict performance therafter of all of the other party's obligations cunder 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

25. by reg	NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested and gular first class mail to Buyer at 5525 SW FRANKLIN, VANCOUVER, WA 98660
	, and to Seller at
	ch other addresses as either party may specify in writing to the other party. Notices shall be deemed given when d or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.
26. Cont	TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this ract.
27. shall	SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract be binding on the heirs, successors and assigns of the Seller and the Buyer.
owns in Pa	OPTIONAL PROVISION - SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may itute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified tragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform mercial Code reflecting such security interest.
	SELLER INITIALS: BUYER
	N/H
	OPTIONAL PROVISION ALTERATIONS. Buyer shall not make any substantial alteration to the overments on the property without the prior written consent of Seller, which consent will not be unreasonable held.
Will.	SELLER INITIALS: BUYER
	N/H
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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.

perty entered into by the transfer	INITIALS:		BUYER	
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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.

ch penalties in addition to payments on t	ne purchase price.	the second of	* * · · · · · · · · · · · · · · · · · ·
SELLER	INITIALS:		BUYER
	NA		

## BOOK 145 PAGE 87

32. OPTIONAL PROVISION PERI periodic payments on the purchase price assessments and fire insurance premium a Seller's reasonable estimate.	<ul> <li>Buyer agrees to pay Seller</li> </ul>	such portion of the real esta	ate taxes and
The payments during the current year 'reserve' payments from Buyer shall not a premiums, if any, and debit the amounts so in April of each year to reflect excess or obliance to a minimum of \$10 at the time of	icerue interest. Seller shall pay i paid to the reserve account. Bu leficit balances and changed co	iver and Seller shall adjust the fo	eserve account
SELLER	INITIALS:	BUYER	
			+ f
33. ADDENDA. Any addenda attached	hereto are a part of this Contra	act.	100
34. ENTIRE AGREEMENT. This Co agreements and understandings, written of Buyer.	ntract constitutes the entire agr or oral. This Contract may be a	eement of the parties and supe mended only in writing execute	rcedes all prior d by Seller and
IN WITNESS WHEREOF the parties have	ve signed and sealed this Contra	ct the day and year first above w	ritten.
SELLER		BUYER	
^	CHRISTO	ut for the	
WILLIAM C. GOLLEHON	CHRISTO	THER GEINS	
RICHARD A. GOLLEHON			· .
Maijoui P. Sullis Marjorie P. GULLIFORD	oil	1	
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· · · · · · · · · · · · · · · · · · ·	en e		
STATE OF Wwhyng ton			
COUNTY OF CLARK	SS		
I certify that I know or have satisfactor	ry evidence that helese	me, and said personac	LLANCE that
signed this instrument and ack	nowledged it to be 1241	ee and voluntary act for the us	es and purposes
mentioned in this instrument.	(.()		
Dated: 7/0/8/9	7		
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14 A S.	Notary Public in and for Residing at	MOULD W	
	My appointment expire	x 7/19/94	
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BOOK 145 PAGE 88

32. OPTIONAL PROVISION PERI periodic payments on the purchase price assessments and fire insurance premium a Seller's reasonable estimate.	· Builter autent to man Callan .	S AND INSURANCE. In addition to the such portion of the real estate taxes and count due during the current year based on
The payments during the current year reserve payments from Buyer shall not a premiums, if any, and debit the amounts so in April of each year to reflect excess or d balance to a minimum of \$10 at the time of	cerue interest. Seller shall pay we paid to the reserve account. Buyer first balances and changed costs	ا الـ ـــا 1 الـ الـ معنى المساور المس
SELLER	INITIALS:	BUYER
33. ADDENDA. Any addenda attached l	hereto are a part of this Contract.	
	tract constitutes the entire engage	
	dialog to the o	~ * / P
IN WITNESS WHEREOF the parties have SELLER	signed and sealed this Contract ti	be day and year first above written.  BUYER
		BUTER
WILLIAM C. GOLLEHON	CHRÍSTOPHE	R KLIKS
RICHARD A. GOLLEHON SUSAN H. GALYAN SUSAN H. GALYAN		
MARJORIE P. GULLIFORD	- X - N - Y	G
STATE OF Montana COUNTY OF Castade } ss		
I certify that I know or have satisfactory ev		galuan and said personacknowledged that
signed this instrument and acknowledge	ledged it to be <u>Ner</u> free and	voluntary act for the uses and purposes
mentioned in this instrument.  Dated: July 24 1994		* <del>*</del>
Marie Marie	0	
CK3	Jour Kendick	
0 3 - 0	Notary Bublic in and for the S	tale of Montana
E S W	Residing at Bork of Ma	intaka
2 7 W	My appointment expires.	the June 28, 1998

## BOOK 145 PAGE 89

periodic payments on the purchase price, Buyer agrees	NIS ON TAXES AND INSURANCE. In addition to the to pay Seller such portion of the real estate taxes and ately total the amount due during the current year based on
premiums, if any, and debit the amounts so paid to the rese	per
SELLER	HALS: BUYER
33. ADDENDA. Any addenda attached hereto are a par	rt of this Contract.
34. ENTIRE AGREEMENT. This Contract constitutes agreements and understandings, written or oral. This ConBuyer.	s the entire agreement of the parties and supercedes all prior stract may be amended only in writing executed by Seller and
IN WITNESS WHEREOF the parties have signed and sea	led this Contract the Gay and year first above written.
SELLER	BUYER
	•
WILLIAM C. GOLLENON	CHRISTOPHER KLIKS
ALCHARD A. COLLEHON	
SUSAN M. GALYAN	
MARJORIE P. GULLIFORD	
STATE OF Maylone } ss	
I certify that I know or have satisfactory evidence that _	Richard A. Collehon
	peared before me, and said personacknowledged that
hr signed this instrument and acknowledged it to	be free and voluntary act for the uses and purposes
mentioned in this instrument.  Dated: 7-25-94	
e d the a	
	Court K. Halkhon
Notary P	sublic in and for the State of Affaucasa
Residing	al Courad In a pay
My appo	intment expires: (1991)

## BOOK /45 PAGE 90

32. OPTIONAL PROVISION - PERIO periodic payments on the purchase price, assessments and fire insurance premium as Selici's reasonable estimate.	DDIC PAYMENTS OF Buyer agrees to pay will approximately tota	N TAXES AND INSU Seller such portion I the amount due dur	JRANCE. In addition to the of the real estate taxes and ing the current year based o
The payments during the current year shall not according to premiums, if any, and debit the amounts so p in April of each year to reflect excess or definition to a minimum of \$10 at the time of according to the time of time of the time of time of the time	rue interest. Seller sha aid to the reserve accor- ficit balancas of Lat.	per ill pay when due all re out. Buyer and Seller sl ged costs. Buyer agree	Suctable taxes and insurance hall adjust the reserve accours to bring the reserve accours
SELLER	INITIALS:		BUYER
	• •		DOTER
33. ADDENDA, Any addenda attached he	reto are a part of this C	'ontract.	
34. ENTIRE AGREEMENT. This Contra agreements and understandings, written or o Buyer.	act constitutes d		uties and supercedes all prio writing executed by Seller an
IN WITNESS WHEREOF the parties have si	onadandandi titi ci	4.77	/ P
SELLER?	gicd and scaled this Co		
Mr. H. C. Vall		BU	YER
WILLIAM C. GOLLEHON	CHRI	STOPHER KLIKS	
RICHARD A. GOLLEHOR			
SUSAN H. GALYAN			
	$X_{i}$	-	
MARJORIE P. GULLIFORD	Action 1		
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TATE OF Maria		· · · · · · · · · · · · · · · · · · ·	:
COUNTY OF Pandua } ss		,	•
I certify that I know or have satisfactory evide		11.	,, /
	who appeared before	liam C Go	onacknowledged that
he signed this instrument and acknowled nentioned in this instrument.	ged it to be	ee and voluntary act	on acknowledged that for the uses and purposes
		: .	
449.14		)	
		100	11/
	- Oliver	to Butter	Glian
	Notary Public in and for Residing at		Butan
	My appointment expire		9,1994