

WHEN RECORDED RETURN TO
L. EUGENE HANSON
ATTORNEY AT LAW
P. O. Box 417
White Salmon, WA 98672

BOOK 147 PAGE 988
FILED FOR RECORD
SKAMANIA CO. WASH
BY - SKAMANIA CO. TITLE

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REAL ESTATE CONTRACT

AUDITOR

GARY H. OLSON

1. PARTIES AND DATE: This Contract is entered into on the 14th day of January, 1995, between JOHN K. FISHER and VIVIAN L. FISHER, as Joint Trustees under the terms of such Declaration of Trust, 507 Alder Street, Kelso, WA 98626, as "Seller" and MATTHEW MEYERS and CARRIE J. MEYERS, husband and wife, P. O. Box 144, Underwood, WA 98651, as "Purchasers."

2. SALE AND LEGAL DESCRIPTION: Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Skamania County, Washington:

A tract of land in the Southeast Quarter of the Northeast Quarter of Section 22, Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the John Fisher No. 2 Short Plat, recorded in Book 3 of Short Plats, Page 241, Skamania County Records.

SUBJECT TO and TOGETHER WITH: Rights of the Public in and to that portion lying within the public road transferring the northeasterly portion of such realty; Rights of others thereto entitled in and to the continued uninterrupted flow of Gravel Creek, and rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof; Any adverse claims based upon the assertion that Gravel Creek has moved; Easement for ingress, egress and Utilities, including the terms and provisions thereof, as recorded in Book 108, Page 6; Private Road Easement, including the terms and provisions thereof as recorded in Book 108, Page 7; Easement for Road, Driveway and Utilities as shown on the recorded Short Plat; Private Road Agreement as recorded in Book 142, Page 938; ALL Skamania County Deed Records.

ALSO, GRANTING unto the Purchasers an easement over and across the Southernmost portion of Seller's Property described as the NE $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 22, T4N., R9E, W.M.: EXCEPT THAT, henceforth, by boundary change, this parcel shall be a tract of 20 acres legally described as: NE $\frac{1}{4}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$ and NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N., R9E, W.M., said tract containing 20 acres more or less, for the purpose of non-vehicular, recreational access to the Little White Salmon River, the same to run with the property purchased herein.

RESERVING UNTO Sellers, their heirs, successors or assigns the following: A Water Line easement along Gravel Creek in the Northwest corner of the herein described property for the benefit of the Seller's property lying to the West; and an easement for ingress, egress and utilities twenty (20) feet in width over and across Serenity Lane; and from Serenity Lane West along the Southerly line of the herein described property.

3. (a) PRICE: Purchaser agrees to pay:
Total Purchase Price \$32,000.00
Down Payment \$5,000.00
Balance \$27,000.00 Amount
financed by Seller.

(b) PAYMENT OF AMOUNT FINANCED BY SELLER: Purchaser agrees to pay the sum of TWENTY-SEVEN THOUSAND Dollars (\$27,000.00) as follows:

\$300.00, or more at Purchaser's option, on or before the 15th day of February, 1995, and a like amount or more at Purchaser's option each and every month thereafter on the same day thereafter until paid in full. The outstanding balance of the purchase price shall at all times bear daily interest at the rate of Ten (10%) per cent per annum from the 19th day of January, 1995. From each such payment so made shall first be deducted interest due to date and the balance thereof shall be applied in reduction

REAL ESTATE EXCISE TAX

JAN 23 1995

PAID 409.60
SW
SKAMANIA COUNTY TREASURER

17143

Registered
Indexed, Dir
Indexed
Filed
Filed

Skamania County Assessor
By: J. L. Parcolle 4-9-22-1-200
1/23/95

of principal. The balance of this contract, including both principal and interest, shall be paid in full within fifteen (15) years from the above date of this contract.

Payments shall be made to: Office of L. Eugene Hanson, Attorney at Law, 70 N. E. Estes Avenue, P. O. Box 417, White Salmon, WA 98672, or at such other place as the seller may direct in writing.

4. TIMBER CUTTING: The parties hereto agree that no timber shall be cut or logged from the above-described property during the term of this contract except to clear for a home site, access for ingress, egress and utilities; and purchaser may thin the timber, but shall do so only in accordance with DNR Timber Management Plan and applicable regulations.

5. OTHER ENCUMBRANCES AGAINST THE PROPERTY: The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations: NONE, except those described herein.

6. FULFILLMENT DEED: Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract, by through or under persons other than the Seller herein. Said Warranty Fulfillment Deed shall be held at Office of L. Eugene Hanson, Attorney at Law, 70 N. E. Estes Avenue, P. O. Box 417, White Salmon, WA 98672.

7. LATE CHARGES: If any payment of the purchase price is not made within ten (10) days after the date it is due, Purchaser 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 Purchaser after such late charges are due shall be applied to the late charges.

8. POSSESSION: Purchaser is entitled to possession of the property from and after the date of this Contract.

9. TAXES, ASSESSMENTS AND UTILITY LIENS: Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser 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. Purchaser agrees to pay when due any utility charges which may become liens superior to Seller's interest under this contract.

10. NONPAYMENT OF TAXES, AND UTILITIES CONSTITUTING LIENS: Failure by Purchaser to pay taxes, assessments, if any, or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Purchaser 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.

11. CONDITION OF PROPERTY: Purchaser accepts the property in its present condition and acknowledges that Seller, its 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. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.

12. RISK OF LOSS: Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.

13. WASTE: Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

14. CONDEMNATION: Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser may within thirty (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 Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

15. DEFAULT: If the Purchaser 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 Purchaser's obligations pursuant to this Contract; or

(c) Forfeit Purchaser'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 Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) The Purchaser'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 shall belong to the Seller; and (v) Purchaser shall be required to surrender possession of the property and improvements to the Seller ten (10) days after the forfeiture.

(d) Acceleration of Balance Due. Give Purchaser 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 Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, if any, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest and late charges, if any, and reasonable attorney's fees and costs. No such notice may be sent until any payment is delinquent at least fifteen (15) days.

16. RECEIVER: If Seller has instituted any proceedings specified in Paragraph 15 and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

17. PURCHASER'S REMEDY FOR SELLER'S DEFAULT: If Seller fails to observe or perform any term, covenant or condition of this Contract, Purchaser may, after thirty (30) days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

18. 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.

19. 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.

20. NOTICES: Notices shall be either personally served or shall be sent certified mail, return receipt requested by regular first class mail to Purchaser at P. O. Box 144, Underwood, WA 98651, and to Seller at 507 Alder Street, Kelso, WA 98626, 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.

21. TIME FOR PERFORMANCE: Time is of the essence in performance of any obligations pursuant to this Contract.

22. 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 Buyer.

23. DUE ON SALE: If Purchaser, without written consent, which shall not be unreasonably withheld by 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 Purchaser'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 Purchaser 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 three (3) years (including options for renewals), a transfer to a spouse or child of Purchaser, 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.

24. 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 Purchaser.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER:

John K. Fisher, Trustee
JOHN K. FISHER, Trustee
Vivian L. Fisher, Trustee
VIVIAN L. FISHER, Trustee

PURCHASER:

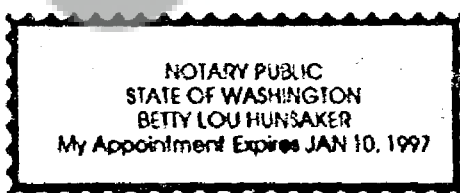
Matthew Meyers
MATTHEW MEYERS
Carrie J. Meyers
CARRIE J. MEYERS

STATE OF WASHINGTON)

County of Klickitat)
SS

I certify that I know or have satisfactory evidence that JOHN K. FISHER and VIVIAN L. FISHER are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Trustees under Declaration of Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 19, 1995



Betty Lou Hunsaker
Notary Public in and for
the State of Washington

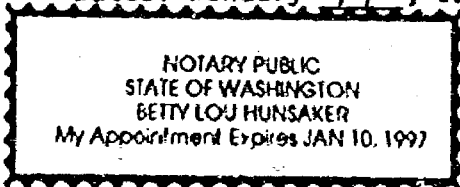
My appointment expires 1-10-97

STATE OF WASHINGTON)

County of Klickitat)
SS

I certify that I know or have satisfactory evidence that MATTHEW MEYERS and CARRIE J. MEYERS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: January 19, 1995



Betty Lou Hunsaker
Notary Public in and for
the State of Washington
My appointment expires 1-10-97