Filed for Record at Request of Jul 26 3 21 fill 35 Jul 26 3 21 fill 35 AUTHORS GARY M. OLSON AFTER RECORDING MAIL TO: Name GARY M. OLSON Address P. O. Box 2316 City, State, Zip Lake Goswego, OR 97035 CCR. 19493 ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT. REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM) 1. PARTIES AND DATE. This Contract is extered late on July 20, 1939 PAID TO S. S. O. PAID TO S. S. O. STATE ENTRY EDGS. 1. PARTIES AND DATE. This Contract is extered late on July 20, 1939 PAID TO S. S. O. PAID TO S. S. O. STATE COUNTY TRESS. 1. PARTIES AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real custe in Schmanian To See Exhibit A attached neseto and by this reference and a past hereof 1. PARTIES ENTRY EDGS. 2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real custe in Schmanian To See Exhibit A attached neseto and by this reference and a past hereof 1. PRICE Buyer agrees to pip: 1. A stached neseto and by this reference and a past hereof 1. A stached neseto and by this reference and a past hereof 1. A stached neseto and by this reference of the state of the	122890	FILED FOR RECORD SKAMAHIA CO. WASH	BOOK 151 PAGE 355
AFTER RECORDING MAIL TO: Name Guardian Contract Services, inc Address P. O. Box 2316 City, Sinc, Zip Lake Oswego, OR 97035 REAL ESTATE CONTRACT REAL ESTATE CONTRACT REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM) 10. 28 1885 PAID 908.30 PAID 908.30 PAID 908.30 SKEMERIN. COUNTY TRUST SKEMERIN. COUNTY TRUST SKEMERIN. COUNTY TRUST Ske Establit A stached hereto and by this reference made a past hereof 13. PERSONAL PROPERTY. Prisonal property, if any, included in the table in as follows: No part of the perduse price is attributed to personal property. 4. (a) PRICE Beyer agrees to pay: 15. 71,000.00 15. 71,000.00 16. ASSUMED OBLIGATIONS. Beyer agrees to pay the above assumed Obligation(s) Assumed The State of Supression of the property of the prisonal of the price is attributed to personal property. (b) ASSUMED OBLIGATIONS. Beyer agrees to pay the above assumed Obligation(s) by assuming and agreeing to pay that certain in 1/2 and the state of the State of Supression on the deciding balance thereof, and a like associate on or before the 1/2 and any of each and overy interest of the rest of 1/2 and any of each and overy interest of the state of the State of the State of St		BY SKAPLES	This Space Reserved for Recorder's Use
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1. PARTIES AND DATE. This Contract is entered into on July 20, 1995 Detween Hark Kevin Crowe, an unmarried man SKMMRIA COUNTY TREESS as "Beyer." 2. SALE AND LEGAL DESCRIPTION. Seller spaces to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Scannaria County, State of Washington: See Exhibit A attached heteto and by this reference made a part hereof 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows; none. No part of the purchase price is attributed to personal property. 4. (a) PRICE Buyer agrees to pay: Seller warrants to sell to Buyer agrees to pay the above assumed Obligation(s) by assuming and agreeing to pay that certain B/a dated N/a recorded as AFB December 19. Seller warrants the unpaid besines of said obligation is S n/a which is payable on or before the n/a day of each and every n/a thereefter until paid in full. NOTE: Fill in the date in the following two bines only if there is an early cash out date. NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF FRINCIPAL AND INTEREST IS DUE IN	CONTRACT - WHETHER IN PART OF THIS CONTRACT.	DIVIDUALLY OR AS AN O	OFFICER OR AGENT - IS NOT A 17503 REAL ESTATE DICISE
between Mark Kevin Crowe, an unmarried man SKAMANIA COUNTY TREAST as "seller" and Michael R. Girone and Marka R. Girone, huaband and wife so "seller" and Michael R. Girone and Marka R. Girone, huaband and wife so "seller" and Michael R. Girone and Marka R. Girone, huaband and wife so "seller" and Michael R. Girone and Marka R. Girone, huaband and wife so "seller" and Michael R. Girone and Marka R. Girone, huaband and wife so "seller" and Michael R. Girone and Marka R. Girone, huaband and wife so "seller" and Michael R. Girone and Marka R. Girone, huaband and wife so "bounty state of Washington: County, State of Washington: See Exhibit A attached hereto and by this reference made a part hereof 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: none 1. See State Price Is attributed to personal property. 4. (a) PRICE Buyer agrees to pay: 1. See State Results in See State Re			nun 908.80
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	(c) P.	AYMENT OF AMOUNT FINANCED BY SELLE	R.	
		Buyer agrees to pay the sum of \$_54,400,00		ollows:
•	-		's option on or before	
		August , 19 95 , 1	ncluding in	lerest from 7-21-95
-	· .	August , 19 95 , 19 at the rate of 11.5 % per annum on the d	eclining balance thereo	f, and a like amount or more
		on or before the 21st day of each and	every month	hereafter until paid in fuil.
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		NDING THE ABOVE, THE ENTIRE BALANCE	OF PRINCIPAL AN	ID INTEREST IS DUE IN
		ayments are applied first to interest and then to pr Guardian Contract Services, Inc. P. O.	incipal. Payments sha Box 2316. Lake Os	ll be made at wego: OR 97035

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 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(s). 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

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

attorney's fees incurred by Seller in connection with making such payment.

(a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full:

That certain Contract dated March 5, 1992 recorded as AF# 113211 That certain Contract

ANY ADDITIONAL OBLIGATION 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 balance 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 directly 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 Seiler 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 directly 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 cailed for in such prior encumbrance as such phyments 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. Rights of others thereto entitled in and to the continued uninterrupted flow of Fleming Creek, and right 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 Pleming Creek has moved. Road Maintenance Agreement recorded February 24, 1992 under Auditor's File No. 112990. Covenants, Conditions and Restrictions recorded February 24, 1992** 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 under persons other than the Seller herein. Any personal property included in the sale shall be included in the 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 or recording 19 , whichever is later, subject to any tenencies described in paragraph 7. ingress, egress and utilities recorded April 3, 1992 in Book 127, page 980. LPB-44 (992) Page 2 of 5

- BOOK 151 PAGE 357
 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 forfeliure 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 refl 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 Selier 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.
- 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.
- 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.
- 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 comment of Seiler.
- 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, Seller 20. may:
 - (a) Suit for installments. Sue for any delinquent periodic payment; or
 - (b) Specific Performance. See for specific performance of any of Buyer's obligations pursuant to this Contract;
- (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 shell 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 iulica lhereio; (14) ali i arvested crops on the property shall belong to the Setter; and (v) Buyer shall be required to surrender possession of the property, improvements, and inharvested crops to the Seller 10 days after the forfeiture.
- (d) Acceleration of Balance Due. Give Buyer written actice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Setter'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 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 popuble. 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 morigage, in which event Buyer may be liable for a deficiency.

- RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property. Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
- BUYER'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.
- 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.
- 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

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and to Seller at _	TIKIQXMEXHIIIHKAX	ennarkxarnereriakxexxex	BEO MEC	
772 SW Broadw	ay Drive #6, Port	land, OR 97201		
		also be sent to any fastitution		
26. TIME POI Contract.	R PERFORMANCE. 1	Time is of the essence in perfor	mance of any obligations p	pursuant to this
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N/A 30. OPTION/ (c) leases, (d) ass a forfeiture or for Seller may at any bulance of the pranty transfer or s capital stock shall a transfer to a splin inheritance who a condemnor agreementy entered	AL PROVISION - DU igns, (e) contracts to co rectoure or trustee or interestee either i archase price due and p accessive transfers in the it enable Seller to take is pouse or child of Buyer ill not enable Seller to rees in writing that the	r written consent of Seller, whi INITIALS: TE ON SALE. If Buyer, without pavey, sell, lease or assign, (f) go r sheriffs sale of any of the Burnise the interest rate on the balpayable. If one or more of the he nature of items (a) through the above action. A lease of let, a transfer incident to a marristake any action pursuant to this provisions of this paragraph ap	written consent of Seller, (rants an option to buy the pyer's interest in the proper inner of the purchase price entities comprising the Bur (g) above of 49% or more than 3 years (including onge dissolution or condemns Paragraph: provided the s	a) conveys, (b) sell- property, (g) permit rty or this Contrac- or declare the entir- yer is a corporation to of the outstandin- ptions for resconda- ntion, and a transferer, other the

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 N/A 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 n/A The payments during the current year shall be \$ "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. **SELLER BUYER** N/A N/A ADDENDA. Any addenda attached hereto are a part of this Contract. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and IN WITNESS WHEREOF the parties have signed and scaled this Contract the day and year first above written. SELLER STATE OF Oregon COUNTY OF Washington I certify that I know or have satisfactory evidence that __ Mark Kevin Crowe the person who appeared before me, and said person signed this instrument and acknowledged it to be 13.15 he free and voluntary act for the uses and purposes sentioned in this instrument. Dated: JULY 21, 1995 Notary Public in and for the State of Oregon OFFICIAL BEAL Residing at ___ Ridgofield, WA VICKI KIN OTARY PUBLIC - OREGON My appointment expires: ____9_25_98 COMMISSION NO. 038090 MY COMMISSION EXPIRES SEPT. 25, 1998 STATE OF Washington COUNTY OF Clark Michael H. Girone and Marta H. Girone are the persons who appeared before me, and said person 5 who appeared before me, and said person s acknowledged that they signed this insplanent, on oath stated that they acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instru Deted: July 21, 1995 Notary Public in and for the State of Washington Residing at __Ridgefield My appointment expires: 12-15-95

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OFFICIAL SEAL VICIO KINMAN

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n. Buton 13-15-01

Lot 5, MAPLE VIEW ACRES, according to the recorded Plat thereof, recorded in Book "B" of Plata, Page 66, in the County of Skamania, State of Washington.

Subject to and together with:

"Easement Across Lot 5, Maple View"

A 60 foot non-exclusive easement for ingress, egress, and utilities the centerline of which is described as follows:

BEGINNING at a 1/2 inch iron rod at the Southwest corner of Lot 5 of "Maple View Acres" as recorded in Book "B" of Plats at page 66, Skamania County Auditor's Records, said point being South 88° 41' 18" East, \$50.00 feet from the center of Section 6, Township 1 North, Range 5 East, Willamette Meridian; thence South 88° 41' 18" East, 350.00 feet to a 1/2 inch iron rod at the Southeast corner of Lot 5; thence North 01° 47' 37" East along the East line of Lot 5 for a distance of 130.35 feet to the TRUE POINT OF BEGINNING of said easement centerline to be described; thence along the arc of a 200 foot radius curve to the right (the radial bearing of which is North 10° 58' 45" West) for an arc distance of 38.32 feet; thence North 90° 00' 00" West, 90.00 feet; thence along the arc of a 40 foot radius curve to the right for a distance of 73.30 feet; thence North 15° 00' 00" East, 130.00 feet to the terminus of maid centerline at a point in the centerline of "Wildlife Drive" that bears North 36° 52' 13" East, 368.18 feet from the Southwest corner of Lot 5 above described.

SUBJECT TO easements and restrictions of record.