

FILED FOR RECORD AT REQUEST OF

K 74171 JW .. WHEN RECORDED RETURN TO Jeffrey & Tracy Reis Address c/o Chapter 13 Trustee

FILED FOR RECORD Skahahla oo iyash

GARY H. OLSON

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - -WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - - IS NOT A PART OF THIS CONTRACT.

### REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

123261

City. State, Zip \_\_\_

BOOK 152 PAGE 299

Fullyx27xx1222xx August 31, 1995

ntract is entered into or		August 31, 1993
RACY L. REIS, joir	it tenancy with right	of survivorship, as
REIS & TRACY L.	REIS, who acquired ti	tle as Jeilley P. R.
to Parcel II		as "Seller" and
	1.12	- 6
EICHER, husband a	nd wife	
The same of the sa		as "Buyer."
ION. Seller agrees to sel	il to Buyer and Buyer agrees t	o purchase from Seller the
SKAMAHIA	Count	y, State of Washington
HERETO AND MADE A	PAR? HEREOF.	
- No /	MEAL ESTATE ENCISE	IX.
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	SKAMANIA COUNTY TREAS	URER
moned meanway if any i	actuded in the sale is as foll	ows:
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		indirect .
Pribates to bossess bu		Filmed
100,000.00	Total Price	ite in
10,494.71	) Down Payment	
	Assumed Obligation	M(S) Sur Bellen
57,505.29	Amount Pinances	by Scient.
JGATTONS. Buyer age	tes to bely the serve reserve	pecerde
yey that cortain	Barrior County	belower of sold shifteetic
2	South delicate and company	on or be
		interest at the 188
ry of	ning beleace thereof; and a	the amount on or before
h per naum on the deci		mail said in full.
h per naum on the deci- iy of each and every	merealist	Herm Lane or same
y of each and every	mercani	are cost out date.
y of each and every	merealist	are cost out date.
	RACY L. RBIS, join RBIS 6 TRACY L. I to Parcel II  EICHER, husband as RECHER, husband as	FICHER husband and wife  ION. Selier agrees to sell to Buyer and Buyer agrees to SKAMANIA COUNTY TREAS  STAMANIA COUNTY TREAS  STAMANIA COUNTY TREAS  STAMANIA COUNTY TREAS  Total Price  10,494.71 Down Payment  -9- Assumed Obligation  59,505.29 Amount Places of Sell of Sel

	BOOK 152 PAGE 300
(c)	PAYMENT OF AMOUNT F.: ANCEIS BY SELLER.  Buyer agrees to pay the sum of \$ 89,505.29 as follows:
	or more at guyet a obtion on or petote the
	19 interest from at the rate of % per annum on the declining balance thereof; and a like amount or more on or before day of each and every
	therestier until paid in full.
NOTWITHST	Note: Fill in the date in the following two lines only if there is an early cash out date.  TANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN  ATER THAN NOVEMBER 30 19 95
FULL NOT	Payments are applied first to interest and then to principal, Payments such of mace
on assumed o within lifteen and costs asse any remedy b	or such other place as the Seller may hereafter indicate in writing.  JRE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments bligation(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, issed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of by 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 is fees incurred by Seller in connection with making such payment.
6. (a) OBLI bereunder th	GATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received ne following obligation, which obligation must be paid in full when Buyer pays the purchase price in n/a
ANY AE (b) EQU equal to the encumbrane make no fur	DITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.  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 ces as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and there payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the
(c) FAII	LURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES, If Seller fails to make any in any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, within 15 days.
of any reme of the amou payments of three occas encumbras purchase of encumbras	ssessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise ssessed by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% and so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from text becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on sions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior nice and deduct the then balance owing on such prior encumbrance from the then balance owing on the period reduce periodic payments on the balance due Seller by the payments called for in such prior nice as such payments become due.
E including	IER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances the following listed tenancies, enterments, restrictions and reservations in addition to the obligations by Buyer and the obligations being paid by Seller:
FOR SUBS	JECT TO'S SEE EMBIDIT 'C' ATTACHED.
<b>8 8</b>	
1995.	contract balance will be due a payable, in full, on or before Hovember 30, Interest will be zero (0%) for the first ninety days beginning on 9/6/95 eight (8%) percent per annum beginning 12/6/95
4	ACHED EXHIBIT 'B' FOR ADDPIONAL TERMS OF THIS CONTRACT.
Wacrusse Cacumbr Cacumbr Cacumbr	DITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.  A FILLMENT DEED. Upon payment of all amounts due Selier, Seller agrees to deliver to Buyer a Statutory  Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any  ances assumed by Buyer or to defects in tide arising subsequent to the date of this Contract by, through or  traces other than the Seller berein. Any personal property included in the sale shall be included in the  at deed.
Buyer as addition	ATE CHARGES. If any payment on the purchase price is not made within ton (10) days after the date it is due price to pay a late charge equal to 3% of the amount of such payment. Such late payment charge shall be in the pay a late charge equal to 3% of the amount of such payment. Such late payment charges as to all other remains available to Soller and the first remainst received from Buyer after such late charges as it be applied to the late charges.
	The same of the contract with the same of the same of the same of the contract with
notcant	O ADVERSE EFFECT CONTRACTOR DIVIDITION OF (c) an increased interest rate; waless (a set any prior encumbrance (a) a breach, (b) ascelerated payments, or (c) an increased interest rate; waless (a c) has been consented to by Buyer in writing.
or	

Paragraph 7.

## BOOK 152 PAGE 301

- 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 substanially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the resortation contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall 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, acquitate 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 escriw 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. See 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 retaized by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
- (d) Acceleration of Balance Due, Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and psyable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.
- (e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable tor 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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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.
- 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

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	periodic payments on the purchase price, Buy	C PAYMENTS ON TAXES AND INSURANCE. In addition to the yet agrees to pay Seller such portion of the real estate taxes and approximately total the amount due during the current year based on
i digi	Seller's reasonable estimate.	
-1	The payments during the current year shall be	\$per
	Such "reserve" payments from Buyer shall not insurance premiums, if any, and debit the amount	accrue interest. Seller shall pay when due all real estate taxes and unts so paid to the reserve account. Buyer and Seller shall adjust the teess or deficit balances and changed costs. Buyer agrees to bring the
		INITIALS: BUYER
	SELLER	INITIALS. BOTER
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	33. ADDENDA. Any addenda attached her	reto are a part of this Contract.
	~ -	constitutes the entire agreement of the parties and supercedes all prior
	34. ENTIRE AGREEMENT. This Contractor agreements and understandings, written or oral and Buyer.	al. This Contract may be amended only in writing executed by Seller
		gned and sealed this Contract the day and year first above written.
	// SECLER	BUYER
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	(ALEFREN P. REIS	DALE H. EICHER
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7 e e e e e e e e e e e e e e e e e e e	On this day personally appeared before me	On this
	LE H. EICHER & SUSAN K. EICHER	before me, the undersigned, a Notary Public in and for the State of
	to me known to be the individual described	Washington, duly commissioned and sworn, personally
	in and who executed the within and foregoing	appeared
	instrument and acknowledged that	
	signed the same astheir.	and
	free and voluntary act and deed, for the uses	
보다면요 1241년 1월 1일 - 1일	and purposes therein mentioned.	respectively, of
		the corporation that executed the foregoing instrument, and
	GIVEN under my hand and official seal	acknowledged the said instrument to be the free and voluntary act and
	this	deed of said corporation, for the uses and purposes mercan
	ist defor September 1995	mentioned, and on oath stated that authorized to execute the said instrument.
	Junky ( Wast	Witness my hand and official seal hereto affixed the day and year
	Notice Public in and for the State of	first above written.
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	3/1/98	
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SEAL NOT ATTACHED AT TIME OF RECORDING

#### PARCEL I:

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The land referred to in this commitment is situated in the State of Washington, County of Skamania and is described as follows:

A portion of Tract No. 10 of COLUMBIA RIVER ESTATES, as more particularly shown on a survey thereof recorded at page 364 of Book "J" of miscellaneous records under Auditor's File No. 76656, records of Skamania County, Washington; said real property being a portion of the West half of the Northwest quarter of Section 23, Township 2 North, Range 6 East of the Williamette Meridian, and more particularly described as follows:

BEGINNING at the Northwest corner of the said Tract No. 10, said Northwest corner being North 00°36'08" East 1,686.43 feet and South 89°23'51" East 668.33 feet from the Southwest corner of the said Northwest quarter of Section 23 as measured along the said West line of the North West quarter and at a right angle from said West line; thence South 88°54'00" East along the North line of said Tract No. 10, 300 feet to the true point of beginning; thence South 00°30'00" West 327.98 feet to the West line of said Tract No. 10; thence South 37°54'33" East 67.63 feet to a 59.37 foot radius curve to the right; thence along said 59.37 foot radius curve to the right 21.84 feet; thence South 88°54'00" East 291 feet, more or less, to the East line of said West half of the Northwest quarter of Section 23; thence North along said East line 460 feet, more or less, to a point on the North line of said Tract No. 10 which beers South 88°54'00" East to the true point of beginning; thence North 88°64'00" West 343 feet, more or less, to the true point of beginning.

#### PARCEL H:

A tract of land located in the West half of the Northwest quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Northwest corner of tract 10 as recorded in Book "J" of miscellaneous records at page 364, Records of Skamenia County, Washington, said Northwest corner being North 00°36'09" East, 1,595.43 feet and South 99°23'51" East 659.33 feet from the Southwest corner of the said Northwest quarter of Section 23 as measured along side West line of the Northwest quarter and at a right angle from said West line; thence South 88°54'00" East along the North line of said Tract 10 a distance of 306 feet; thence South 00°36'09" West 327.00 feet to the West line of said Lot 10; thence North 37°54'33" West 248.36 feet to a 202.11 foot radius curve to the left; thence along said 202.11 foot curve 49.75 feet; thence North 52°90'43" West 78.23 feet to a 180.00 foot radius curve 65.45 feet; thence North 33°98'86" West 13.05 feet to the point of beginning.

Ju. J. E.

# BOOK 152 PAGE 305

SELLERS AGREE TO REMOVE ALL PERSONAL PROPERTY AND REFUGE FROM THE PROPERTY PRIOR TO CLOSING, INCLUDING THE CONTENTS OF THE GARAGE. CONTENTS OF THE GARAGE MUST BE REMOVED PRIOR TO CLOSING WITHOUT EXCEPTION, HOWEVER IF THE BALANCE OF THE SELLERS PROPERTY IS NOT REMOVED PRIOR TO CLOSING, THIRTY-FIVE HUNDRED DOLLARS (\$3500.00) MAY BE DEDUCTED FROM THE BALANCE DUE TO THE SELLERS, AND IF AFTER THIRTY (30)DAYS, FROM THE DATE OF CLOSING, PERSONAL PROPERTY OF ANY KIND IS STILL ON THE PROPERTY, THE BUYERS, AT THEIR DISCRETION, MAY DISPOSE OF SAID PROPERTY IN ANY WAY THEY CHOOSE. AT THAT TIME THE BUYERS ARE ENTITLED TO THE THIRY-FIVE HUNDRED DOLLAR (\$3500.00) REDUCTION IN THE AMOUNT DUE THE SELLERS.

IT IS ALSO AGREED THAT THE SELLER WILL MOVE OUT NO LATER THAN TEN (10) TEN DAYS AFTER CLOSING, AND THAT ALL PERSONAL PROPERTY WILL BE REMOVED FROM THE PREMISES. ALL PERSONAL PROPERTY MUST BE REMOVED FROM THE GARAGE PRIOR TO CLOSING. IF OTHER PERSONAL PROPERTY IS NO? REMOVED WITHIN THIRTY (30) DAYS FROM THE DATE OF CLOSING, THE BUYERS WILL FORFEIT THE THIRTY-PIVE HUNDRED DOLLARS (\$3500.00) FROM THE FINAL AMOUNT DUE THEM AND THAT ANY PERSONAL PROPERTY AND REPUGE NOT REMOVED WITHIN THIRTY (30) DAYS AFTER CLOSING MAY BE DISPOSED OF BY THE BUYERS AT THEIR DISCRETION. THE BUYER MAY DEDUCT THIS AMOUNT FROM THE BALANCE DUE THE SELLER. IN ANY EVENT ALL PERSONAL PROPERTY AND REFUGE MUST BE REMOVED FROM THE GARAGE PRIOR TO CLOSING.

Jung L' Ris

SELLERS

PURCHASERS

SUBJECT TO: DELINQUENT GENERAL PROPERTY TAXES FOR 1990-1995 on parcel #02-06-23-2-0-0102-00 & DELINQUENT GENERAL PROPERTY TAXES FOR 1989-1995 FOR PARCEL # 02-06-23-2-0-0102-00 (parcel II). JUDGEMENT ENTERED DECEMBER 23, 1981 UNDER CAUSE NO. 6800, IN FAVOR OF MARCUS D. HANSETH & LAURIZ HANSETH. WRIT OF EXECUTION ON CAUSE NO. 6800 ISSUED BY SKAMANIA COUNTY SUPERIOR COURT ON DECEMBER 23, 1981. LIS PENDENS RECORDED NOVEMBER 20, 1981 AS RECORDING NO. 93365, BOOK 80, PAGE 579. JUDGEMENT DATED DECEMBER 3, 1992, SUPERIOR COURT CAUSE NO. 92-2-00091-3 IN FAVOR OF SKAMANIA COUNTY, WASHINGTON FOR DELINQUENT TAXES. PENDING ACTION IN SKAMANIA COUNTY SUPERIOR COURT UNDER CAUSE NO. 94-2-00088-0, BEING AN ACTION FOR TAX FORECLOSURE. EASEMENT AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER AUDITOR'S FILE NO. 112741 FOR WATER LINES. AN EASEMENT AND RIGHT OF WAY FOR USE & MAINTENANCE OF EXISTING ROAD GRANTED TO STEVENSON PLYWOOD CORPORATION. AN EASEMENT & RIGHT OF WAY FOR UTILITIES AS GRANTED UNDER AUDITOR'S FILE NO. 68322. EASEMENTS & RIGHTS OF WAY FOR PUBLIC ROADS AS RECORDED UDNER AUDITOR'S FILE NO. 75656. CERTIFICATE OF SURFACE RIGHTS RECORDED UNDER AUDITOR'S FILE NO. 67662. AN EASEMENT & RIGHT OF WAY FOR USE OF EXISTING ROAD GRANTED TO CROWN/ZELLERBACH CO.

Jh. Hu.