FILED FOR RECORD AT REQUEST OF

FILESTAR MORDED BLANCOSINES IN
SKAMANA OD VASH
RY Chicago Title...
Nov 14. 12 or PH '95

Parury
AUGITOR
GARY K. OLSON

WHEN RECORDED RETURN 10

Name DOROTHY E. HODGES

Address 6902 Riverside Drive Apt 7

City, State, Zip Vancouver, WA 98664

K78062LY

1.PR-44 REV M

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.

123782

REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

BOOK 153 PAGE 569

1. PARTIES	AND DATE	. This Contract is en	lered into on	November	7, 1995	
	ከለክለዋህህ ድ	HODORE a salar	a Woman		7	
etween	DUKUINI E.	HODGES, a singl	e woman			
· .					as	"Seller" and
			KARKANEN	husband and		
		and JENNIFER L.	KARKANEN,	nusbang and	WITE	
DOUGLAS	KARKAREN,	Ullmarried				as "Buyer."
Lot 84, Recreati No. 7363 Washingt said pla	as shown of on, Inc.; 5, at page on TOGET	on the plat and dated May 14, 19 and 14, 19 and 15	nmania Survey entit 971, on file " of Miscell urtenant eas he areas sho	led Record of and of record aneous Record ement as estown as roadwared of the filmed Mailed	County, State of Wood Survey for Walter Auditords of Skamania tablished in writings on the plat.	om Seller the ashington: terfront r's File County, ting on
3. PERSON	AL PROPE	RTY. Personal proper	ty, if any, inclu	ded in the sale i	s as followery 1 3 1	*
1 N/A	A Comment				PAID 1.15a.0	ত ঃ
			· · · · · · · · · · · · · · · · · · ·		Ol Depo	A.
No part of the	ne purchase p PRICE.	rice is attributed to p Buyer agrees to pa		.	EKAMMIA COUNTY	
7. (=)	I RECE.	\$ 90,000.00	· · · · · · · · · · · · · · · · · · ·	Total Price	SWARRIN CASIO	1 Mesta a uest
	Less	(\$ 30,000.00) Down Pays		•
	Less	(\$ N/A			bigation(s)	
	Results is		6		nanced by Seller.	al bu assumbs
(b)		ED OBLIGATIONS. eing to pay that certain		dated	N/A	recorded as
	-	N/A	The second second	Touri Communi		
	AF#	/A	Sell which is pay		unpaid belance of sa	on or before
-	7	N/A day of N/		N/A		A at the rate of
	N/A				and a like amount	
	N/A	day of each and		A the	reafter until paid in i	ull.
		in the date in the fo		and heart		•
NOTWITH	iit :910fi Duiduaty	THE ABOVE, THE I	NTIRE BALA	NCE OF PRINC	CIPAL AND INTER	EST IS DUE IN
FULL NOT	LATER TH	AN N/A	19		• •	
	ANY ADDIT	IONAL ASSUMED	OBLIGATION	S ARE INCLU	DED IN ADDEND	UM.

	BOOK 753 PAGE 570
(c)	PAYMENT OF AMOUNT FINANCED BY SELLER
	BUVEL BRICES TO BAY the sum of \$ 40,000,004
-	5440.25 of more al buyer's option on as before it
	1995 including interest from 1 L/9 /95 at the rate of eight % per annum on the
	declining balance thereof; and a like amount or more on or before 45 day of each and ever
•	month thereafter until paid in full.
	Note: Fill in the date to the fatteness.
NOTWITH FULL NOT	Note: Fill in the date in the following two lines only if there is an early cash out date. STANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN LATER THAN November 41 1962000
	Payments are applied first to interest and then to principal. Payments shall be mad
within fiftee and costs ass any remedy Seller for the	or such other place as the Seller may hereafter indicate in writing. URE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payment obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) in (15) days. Seller will make the payment(s), together with any late charge, additional interest, penalties tessed 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 cost yes fees incurred by Seller in connection with making such payment.
6. (a) OBL hereunder it full:	IGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received the following obligation, which obligation must be paid in full when Buyer pays the purchase price in
That certain	N/A dated N/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 Seiler. 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 attorneys' 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. 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. REAL PROPERTY TAXES AND ASSESSMENTS AS THEY ARE DUE. LEASES AS THEY ARE RECORDED WITH THIS PROPERTY. RESERVATIONS OF RECORD. EASEMENTS OF RECORD. WATER RIGHTS OF RECORD. COVENANTS, CONDITIONS, RESTRICTIONS OF RECORD.

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 a 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 ENCUMBRASCES. 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. UPON RECORDING OF CONTRACT 19 , whichever is later, subject to any tenancies described in

BOOK 153 PAGE 571 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. 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 denosits 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. 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 consent of Seller. 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

- 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 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 payable. 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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22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or performance unless the breaches designated in said notice are cured.

23. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24. 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, proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

5214 Louisen De	م ال من	certified mail, return receipt requested and
10.0000	1 Cam Oswego or	97035 and to Seller at
6902 Minerou	Lu Dr. apt 7, Van	97035 and to Seller at
rved or mailed. Notice to Seller	party may specify in writing to the other p r shall also be sent to any institution rec	arty. Notices shall be deemed given when
. TIME FOR PERFORMAI ontract.	NCE. Time is of the essence in perform	ance of any obligations pursuant to this
-	and the contract the Seller and in	ssignment, the provisions of this Contract Buyer.
OPTIONAL PROVISION ay substitute for any personal pruyer owns free and clear of any executive in Paragraph 3 and future	N SUBSTITUTION AND SECURIT openy specified in Paragraph 3 herein of	"Y ON PERSONAL PROPERTY. Buyer her personal property of like nature which a security interest in all personal property ees to execute a financing statement under
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The	er's reasonable estimate.	shall be 5 N/A	NIA
insu	rance premiums, if any, and debit	the amounts so paid to the reserve ac reflect excess or deficit balances and	pay when due all real estate taxes as count. Buyer and Seller shall adjust t changed costs. Buyer agrees to bring t
	SELLER	INITIALS:	BUYER
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33.	ADDENDA: Any addenda atta	ched hereto are a part of this Contra	ed.
34.	ENTIRE AGREEMENT. This C	Contract constitutes the entire agreement or oral. This Contract may be amo	ent of the parties and supercedes all pr
	•	have signed and scaled this Contra	ct the day and year first above writte
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		the corporation that ex	ecuted the foregoing instrument,
	GIVEN under my hand and offici		rument to be the free and voluntary act
. (· · · · · · · · · · · · · · · · · · ·	deed of said corporation, I	or the uses and purposes therein ated that authorized to ex-
C	els in	mentioned and on oath et	
C	els in	mentioned, and on oath st the said instrument.	
	1th day of Worlding 95	mentioned, and on oath st the said instrument. Witness my hand and o	
	1th day of Worlding 95	mentioned, and on oath st the said instrument. Witness my hand and o first above written.	
-1 W	this It day of Musually 95 Christille Votary Public in and for the Si ashington, residing at	nul first above written.	fficial seal hereto affixed the day and
-1 W	1th day of Worlding 95	first above written.	
ī, W	this It day of Musually 95 Christille Votary Public in and for the Si ashington, residing at	first above written.	fficial seal hereto affixed the day and
ī, W	this It day of Musually 95 Christille Votary Public in and for the Si ashington, residing at	first above written.	fficial seal hereto affixed the day and for the State of Washington, residing