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Insurance Company**

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FILED FOR RECORD  
SKAMANIA CO. WASH.  
THIS SPACE PROVIDED FOR ATTORNEY'S USE  
BY SKAMANIA CO. TITLE  
APR 30 12 02 PM '96  
O'Leary  
AUDITOR  
GARY M. OLSON

WHEN RECORDED RETURN TO

Name Denise S. Barker  
Address 37913 NE Vernon  
City, State, Zip Washougal, Wa 98671

SCR 19996

LPB-44 REV. 88

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.

125164

**REAL ESTATE CONTRACT  
(RESIDENTIAL SHORT FORM)**

BOOK 156 PAGE 938

1. PARTIES AND DATE. This Contract is entered into on April 4, 1996  
between Eric J.C. Haight, a married person as his separate estate  
as "Seller" and  
Denise S. Barker as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the  
following described real estate in Skamania County, State of Washington:  
see legal description attached hereto and by this reference  
incorporated herein

18033

**REAL ESTATE EXCISE TAX**

\*\*consideration is in completion of an IRC 1031 tax deferred exchange.

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as None  
1,534.72  
Off. Deputy  
SKAMANIA COUNTY TREASURER

No part of the purchase price is attributed to personal property.

4. (a) PRICE. Buyer agrees to pay:  
\$ 119,900.00 Total Price \*\*  
Less (\$ 59,500.00) Down Payment  
Less (\$         ) Assumed Obligation(s)  
Results in \$ 60,400.00 Amount Financed by Seller.  
(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming  
and agreeing to pay that certain          dated          recorded as  
AF#         . Seller warrants the unpaid balance of said obligation is  
\$          which is payable \$          on or before  
the          day of         , 19          interest at the rate of  
         % per annum on the declining balance thereof; and a like amount on or before the  
         day of each and every          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 April 4, 192006.  
ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

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 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 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.



32. 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.

The payments during the current year shall be \$ \_\_\_\_\_ per \_\_\_\_\_.  
Such "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

INITIALS:

BUYER

33. ADDENDA. Any addenda attached hereto are a part of this Contract.

34. 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 Buyer.

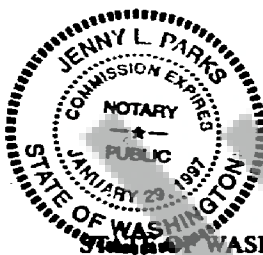
IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER

BUYER

Eric J. C. Haight  
Eric J. C. Haight

Denise S. Barker  
Denise S. Barker



STATE OF WASHINGTON )  
COUNTY OF Clark ) ss.

On this day personally appeared before me

Eric J. C. Haight & Denise S. Barker  
to me known to be the individual described  
in and who executed the within and foregoing  
instrument, and acknowledged that

signed the same as them  
free and voluntary act and deed, for the uses  
and purposes therein mentioned.

GIVEN under my hand and official seal  
this

5 day of April, 19 96  
Jenny L. Parks  
Notary Public in and for the State of  
Washington, residing at Vancouver

My Commission expires 1-29-97

STATE OF WASHINGTON )  
COUNTY OF Clark ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

before me, the undersigned, a Notary Public in and for the State of  
Washington, duly commissioned and sworn, personally  
appeared \_\_\_\_\_

and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary,  
respectively, of \_\_\_\_\_  
the corporation that executed the foregoing instrument, and  
acknowledged the said instrument to be the free and voluntary act and  
deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that \_\_\_\_\_ authorized to execute  
the said instrument.

Witness my hand and official seal hereto affixed the day and year  
first above written.

Notary Public in and for the State of Washington, residing at \_\_\_\_\_

My Commission expires on \_\_\_\_\_