

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Kielniski & Assoc*

MAY 14 4 30 PM '96

*P. Laury*  
AUDITOR

GARY M. OLSON

125251

BOOK 157 PAGE 174

SELLER'S ASSIGNMENT OF CONTRACT AND DEED

THE GRANTOR, CALVIN L. WHITE, a married man dealing in his separate property, for value received, conveys and warrants to MARILYN P. KELLY and EFFIE L. SULLIVAN, each of them a married woman dealing in her separate property, as tenants in common, the following described real estate, situated in Skamania County, State of Washington, together with all after acquired title of the grantor therein:

See Exhibit A attached hereto and incorporated herein

and does hereby assign, transfer and set over to the Grantees that certain real estate contract dated the 14th day of May, 1996 between Marilyn P. Kelly, Calvin L. White and Effie L. Sullivan, each of them married persons dealing in their separate property, as seller, and Harold Samsel, a single man, as purchaser, for the sale and purchase of the above-described real estate. The Grantees hereby assume and agree to fulfill the conditions of said real estate contract and the Grantor hereby covenants that there is now unpaid on the principal of said contract the sum of \$43,000.00.

Dated this 14th day of May, 1996.

REAL ESTATE EXCISE TAX

N/A

MAY 15 1996

PAID DED. EXCISE #18260 DAD5.15 96

*W. J. Smith*

SKAMANIA COUNTY TREASURER

*Calvin L. White*  
CALVIN L. WHITE

Registered  
Indexed, Cir  
Indirect  
Signed  
Dated

EXHIBIT A

BOOK 157 PAGE 176

Beginning at the Southeast corner of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, thence North 0° 30' East on section line between Section 20 and Section 21 a distance of 430.2 feet; thence North 90° 00' West a distance of 20.0 feet to the point of true beginning; thence North 90° 00' West a distance of 446.7 feet; thence North 1° 00' West a distance of 100.1 feet; thence North 90° 00' East a distance of 449.3 feet; thence South 0° 30' West a distance of 100.1 feet to the point of beginning.

EXCEPT a tract of land in the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southeast corner of the said Section 20; thence North 00° 30' East along the East line of the said Section 20 a distance of 430.2 feet; thence North 90° 00' West a distance of 20.0 feet; thence West 237.6 feet to the initial point of the tract hereby described; thence North 00° 30' East 100.1 feet; thence West 231.7 feet; thence South 01° 00' East 100.01 feet; thence East 229.1 feet to the initial point.

C. L. W.

Cory M. Smith, Skamania County Assessor  
Date 5-14-96 Parcel # 3-8-20-4-4-1300  
160



BOOK 157 PAGE 178

STATE OF OREGON )  
County of Multnomah )

On this 1st day of May, 1996, before the undersigned, a Notary Public in and for the State of OREGON, duly commissioned and sworn, personally appeared R. A. Carson, to me known to be the President of CAVENHAM FOREST INDUSTRIES INC., 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 he is authorized to execute the said instrument.

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

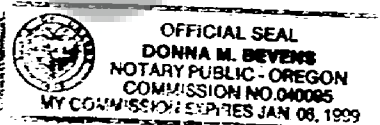


Donna M. Bevins  
Notary Public in and for the  
State of OREGON  
Residing at Vancouver, Washington  
My commission expires January 6, 1999

STATE OF OREGON )  
County of Multnomah )

On this 1st day of May, 1996, before the undersigned, a Notary Public in and for the State of OREGON, duly commissioned and sworn, personally appeared David E. Harris, to me known to be the Vice President of CAVENHAM ENERGY RESOURCES INC., 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 he is authorized to execute the said instrument.

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



Donna M. Bevins  
Notary Public in and for the  
State of OREGON  
Residing at Vancouver, Washington  
My commission expires January 6, 1999

EXHIBIT A BOOK 157 PAGE 179

Skamania County, Washington.

TRACT: 02N05E

## Section 25:

SW¼, S½SE¼, NW¼SE¼, SW¼NW¼, N½NW¼, NW¼NE¼;  
EXCEPT that certain strip of land conveyed to United States of America by judgement  
recorded in Book 27, Page 319.

## Section 26:

NE¼SW¼, that portion of the SE¼ as described in instrument recorded September 1, 1954 in Book 38, Page 365;  
EXCEPT that certain strip of land conveyed to United States of America by judgement recorded in Book 27, Page 319.

All being in Township 02 North, Range 05 East, W.M.

TRACT: 02N06E

**Section 02:**  
**All.**

Section 03:  
GL 1, 2, 3 S½NE¼, SE¼, E½SW¼, SE¼NW¼.

Section (b):  
GL 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$ , SE $\frac{1}{4}$ ; EXCEPT a portion of the SE $\frac{1}{4}$  containing 0.92 acres, more or less conveyed to The Pacific Telephone and Telegraph Company, from Crown Zellerbach Corporation in instrument dated November 19, 1954; and EXCEPT 0.082 acres more or less conveyed to Oregon-Washington Railroad & Navigation Company by deed dated August 5, 1963; and EXCEPT 2.07 acres more or less conveyed to the State of Washington by Quitclaim deed dated October 1, 1976.

**Section 09:**  
**NW¼.**

**Section 10:**  
**All.**

**Section 11:**  
**N½, SW¼, W½SE¼.**

Dated 5/5/96 - Pursuant to Court Order  
Jill M. Smith

Section 14:  
NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ .

BOOK 157 PAGE 180

Section 15:  
E $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ .

Section 19:  
SE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , GL 2.

Section 23:  
NE $\frac{1}{4}$ NW $\frac{1}{4}$ .

Section 26:  
Those portions of the E $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  as described in instrument recorded June 25, 1957 in Book 43, Page 401.

Section 27:  
N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ .

All being in Township 02 North, Range 06 East, W.M.

TRACT: 02N07E

Section 03:  
An undivided one-half interest in GL 4.

Section 09:  
S $\frac{1}{2}$ .

All being in Township 02 North, Range 07 East, W.M.

TRACT: 03N05E

Section 23:  
SW $\frac{1}{4}$ .

Section 26:  
SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ .

Section 34:  
N $\frac{1}{2}$ NE $\frac{1}{4}$ .

All being in Township 03 North, Range 05 East, W.M.



TRACT: 03N06E

BOOK 157 PAGE 181

Section 26:  
SW¼.

Section 34:  
NE¼, SW¼.

Section 35:  
W½E½, W½.

All being in Township 03 North, Range 06 East, W.M.

TRACT: 03N07E

Section 11:  
SE¼.

Section 12:  
S½, GL 2, 3 and 4.

Section 13:  
W½.

Section 14:  
N½, SE¼, N½SW¼.

Section 22:  
SE¼NE¼.

Section 23:  
W½W½, SE¼NW¼, NE¼SW¼.

Section 24:  
E½NW¼.

All being in Township 03 North, Range 07 East, W.M.

TRACT: 03N07½E

Section 24:  
SE¼, GL 5, 6, 7, 8, 9, and that portion of GL 10 lying Northerly of Wolf Creek.

## Section 25:

BOOK 157 PAGE 182

N $\frac{1}{2}$ NE $\frac{1}{4}$ , those portions of S $\frac{1}{2}$ NE $\frac{1}{4}$  and N $\frac{1}{2}$ SE $\frac{1}{4}$  as described in instrument recorded June 21, 1966 in Book 56, Page 72; EXCEPT that portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  conveyed from Crown Zellerbach Corporation to Skamania County in instrument dated May 7, 1976.

All being in Township 03 North, Range 07 $\frac{1}{2}$  East W.M.

TRACT: 03N08E

Section 14:  
N $\frac{1}{2}$ .

Section 16:  
SW $\frac{1}{4}$ SW $\frac{1}{4}$ .

Section 17:  
That portion of E $\frac{1}{2}$ SE $\frac{1}{4}$  as described in instrument recorded June 25, 1957 in Book 43, Page 401.

Section 21:  
That portion of N $\frac{1}{2}$ NW $\frac{1}{4}$  as described in instrument recorded June 25, 1957 in Book 43, Page 401.

Section 22:  
E $\frac{1}{2}$ SE $\frac{1}{4}$ , and Agreement recorded in Book 6 at Page 768 of Skamania County Agreements and Leases on April 29, 1983.

All being in Township 03 North, Range 08 East, W.M.

TRACT: 04N07E

Section 26:  
That portion of S $\frac{1}{2}$ SE $\frac{1}{4}$  as described in instrument recorded February 19, 1975 in Book 68, Page 388.

Section 35:  
N $\frac{1}{2}$ SE $\frac{1}{4}$ ; that portion of NE $\frac{1}{4}$  as described in instrument recorded February 19, 1975 in Book 68, Page 388; EXCEPT those portions thereof quitclaimed to Glen Richie and to Richard G. Misner et ux, from Crown Zellerbach Corporation by instruments executed May 17, 1985 and May , 1985 respectively.

All being in Township 04 North, Range 07 East, W.M.

All references to Book and Page are as recorded in Deed Records, Skamania County, Washington, unless otherwise indicated.



(c) PAYMENT OF AMOUNT FINANCED BY SELLER

Buyer agrees to pay the sum of \$ 34,400.00 as follows:  
\$ 332.50 or more at buyer's option on or before the 15 day of June 19 96, including interest from May 15, 1996 at the rate of 10 % per annum on the declining balance thereof; and a like amount or more on or before the 15 day of each and every Month 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 May 15, 19 97.

Payments are applied first to interest and then to principal. Payments shall be made at

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

5. 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 fifteen (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. 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 attorneys' fees incurred by Seller in connection with making such payment.

6. (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 dated recorded as AF #

(Mortgage, Deed of Trust, Contract)

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 Seller, 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.

7. 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:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. 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.

9. 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.

10. 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.

11. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or 19 , whichever is later, subject to any tenancies described in Paragraph 7.



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.

BOOK 157 PAGE 189

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

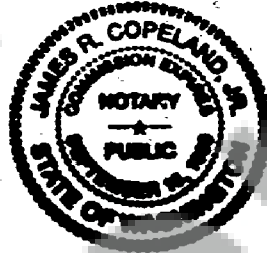
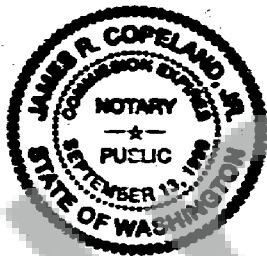
BUYER

Peter O. Place  
Peter O. Place

Fluegel Development Corp.

Phyllis D. Place  
Phyllis D. Place

Doug Fluegel  
Taunya Fluegel  
Doug Fluegel  
Taunya Fluegel



STATE OF WASHINGTON )  
COUNTY OF Skamania ) ss.

On this day personally appeared before me

Peter O. & Phyllis D. Place  
to me know to be the individual described in  
and who executed the within and foregoing  
instrument, and acknowledged that  
they

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

GIVEN under my hand and official seal  
this

14 day of May, 1996

James R. Copeland  
Notary Public in and for the State of  
Washington, residing at Stevenson

My Commission expires September 13, 1999

STATE OF WASHINGTON )  
COUNTY OF Skamania ) ss.

On this 15 day of May, 1996

before me, the undersigned, a Notary Public in and for the State of  
Washington, duly commissioned and sworn, personally  
appeared Douglas B. Fluegel

and Taunya Fluegel

to me known to be the xx President and xx Secretary,  
respectively, of Fluegel Development Corp.

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 they authorized to execute  
the said instrument.

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

James R. Copeland  
Notary Public in and for the State of Washington, residing at  
Stevenson

My Commission expires on September 13, 1999