THIS SPACE PROVIDED FOR RECORDER'S USE FILED FOR RECORDS SKAHAHIA CO. WASH FILED FOR RECORD AT REQUEST OF BY SKAMANIA CO. TITLE We 22 11 or hil '96 U. Cartely WHEN RECORDED RETURN TO GARY H. OLSON Name __Olson & LaVine Address 8233 Hwy 14 City, State, Zip Lyle, WA 98635 SCT2 20339 126078 BOOK 159 PAGE 137 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 ESTÂTE CONTRACT (RESIDENTIAL SHORT FORM) 1. PARTIES AND DATE. This Contract is entered into on August 22, 1996 between LYNDA J. OLSON, a single person and GARY C. LAVINE, a single person, as Joint Tenants with Rights of Survivorship RICHARD S. THURBER and ANNETTE A. VICNERON, husband and wife 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: Lot 13, Edgewater Properties, according to the Plat thereof, recorded in Book A, Page 119. Records of Skamania County, State of Washington TOGETHER WITH: 50% of a new well or a portion of the existing water system that could be available. Purchaser to pay a proportional monthly fee for water system maintenance after hookup. Water system to be completed by November 1, 1996. adexed, Dir 18269 ndirect REAL ESTATE EXCISE TAX Filmed Mailed 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: AUG 2 2 1992 No part of the purchase price is attributed to personal property. SKAMANIA COUNTY TREASURER 4. (a) PRICE. Buyer agrees to pay: 55,000.00 **Total Price** Less 15,000.00* Down Payment*\$12,000.00 due at closing and Assumed Obligation (s) \$3,000.00 on or before Less 40,000.00 Results in S Amount Financed by Seller. ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming **(b)** . n/a which is payable\$<u>n/a</u> on or before the n/a day of n/a n/a day of n/a, 19, n/a interest at the rate of we per annum on the declining balance thereof; and a like amount on or before the interest at the rate of _n/a n/a day of each and every n/a 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 . 19 ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

> LPB-44 (1988) Page 1 of 5

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Buyer agrees to pay the sum of \$40,000.00			PAGE 104
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LP 3-44 (1988) Yage 2 of 5

- 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 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, 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
- 21. RECEIVER. If Seller has institued 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.

LPB-44 (1988) Page 3 of 5

BOOK 159 PAGE 140

- 22. 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.
- 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, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

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náy substitute for any personal prop Buyer owns free and clear of any enci	erty specified in Paragraph 3 herein of umbrances. Buyer hereby grants Seller substitutions for such property and agri	Y ON PERSONAL PROPERTY. Buye her personal property of like nature which a security interest in all personal propert ees to execute a financing statement unde
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BOOK 159 PAGE 141

	RIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the ce. Buyer agrees to pay Seller such portion of the real estate taxes and as will approximately total the amount due during the current year based on
insurance premiums, if any, and debit the	all be \$
SELLER	INITIALS: BUYER
Lynda J. Olson	Richard S. Thurber
Gary C. LaVine	Annette-A. Vigneron
33. ADDENDA. Any addenda attache 34. ENTIRE AGREEMENT This Con-	d hereto are a part of this Contract.
and Buyer.	tract constitutes the entire agreement of the parties and supercedes all prior or al. This Contract may be amended only in writing executed by Seller
IN WITNESS WHEREOF the parties ha	ve signed and sealed this Contract the day and year first above written.
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and who executed the within and foregoin	sworn, personally
instrument, and acknowledged tha	appeared
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free and voluntary act and deed, for the use and purposes therein mentioned.	to me known to be the President and Secretary,
PARNIL	respectively, of
GIVEN and official sea	the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act
OK TOWN	and deed of said corporation, for the uses and purposes these
Debi Charles Debi BARNU	the said instance of oath stated that authorized to execute
Notary No	
My Commission expires MAY 6, 1998	
Commission expires into the, 1110	Notary Public in and for the State of Washington, residing at
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