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ASTITUTE AND DATE. THE SORRE & CHRYSTAL GAYLE WASSER, humband and wife  ERNEST A. WEISORR & CHRYSTAL GAYLE WASSER, humband and wife  ENNEST A. WEISORR & CHRYSTAL GAYLE WASSER & DAY RESERVED WASSER & CHRYSTAL GAYLE WASSER  FERSONAL PROPERTY. PERSONAL PROPERTY.  PERSONAL PROPERTY. PERSONAL PROPERTY PERSONAL PROPERTY REASORR  TOUR OF PROPERTY REASORR  TOUR O		Nov 8 3,53 PH 198		
AFTER RECORDING MAIL TO:  Name	Filed for Record at Request of	Downy		
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Address 586 Green Ave.  San Bruno, Ca. 94066  MY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THE CONTRACT.  REAL ESTATE CONTRACT.  REAL ESTATE CONTRACT.  (RESIDENTIAL STORT FORM)  PARTIES AND DATE. This Contract is entered into on October 31, 1996  ENNEST A. MEISSER, trustee for the ernest and Kathleen Meisser trust, dated 28 December 1993  "seller' and TODD C. MASSER 6 CIEVSTAL GAYLE WASSER, humband and wife  "Buyer."  SALE AND LEGAL DESCRIPTION Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the lowing described test existe in SPAMANIA County, State of Washington:  SER EMBELT 'A' ATTACHED BERETO AND MADE A FART HERROF.  FERSONAL PROFERTY. Personal property, II any, included in the sale is as follow: ESTATE EXCISE TAX  NONE  Part of the purchase price is attributed to personal property.  (a) PRICE Buyer agrees to pay:  S 76,500.00  Less (5 15,300.00)  Less (5 15,300.00)  Less (5 15,300.00)  Less (5 15,300.00)  Assumed Obligation(s) Amount Financed by Seller.  Anount Financed by Seller.  Seller variants the amplet beliance of sald obligation is 5 1 coursed as AFF which is payable foreign to pay that actual Agrae con or before the day of the day			·	_ }
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REAL ESTATE CONTRACT  (RESIDENTIAL SHORT FORM)  PARTIES AND DATE. This Contract is entered into on October 31, 1996  INVERSITY OF THE ERNEST AND KATHLEEN MEISSER TRUST,  dated 28 December 1993  Seller' and TODD C. MASSER 6 CHRYSTAL GAYLE WASSER, husband and wife  Seller' and TODD C. MASSER 6 CHRYSTAL GAYLE WASSER, husband and wife  SELECTION OF THE ERNEST AND KATHLEEN MEISSER TRUST,  COUNTY, State of Washington:  SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF  PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: ESTATE EXCISE TAX  NOTE  PARTIES AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the  COUNTY, State of Washington:  SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF  PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: ESTATE EXCISE TAX  NOTE  BY THE SHAPE THE STATE EXCISE TAX  NOTE A 1996  ASSUMED OBLIGATIONS. Buyer agrees to pay the above assumed Obligation(s) by assuming and a spreeding to pay that certain and account of the sale	City, State, Zip San Bruno, Ca.	94066	T. S.	1
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## BOOK 160 PAGE 673

BOOK 100 PAGE 073
(c) PAYMENT OF AMOUNT FINANCED BY SELLER.  Buyer agrees to pay the sum of 5 61,200.00 as follows:
\$ 449.07 or more at buyer's option on or before the 7th day of
December 19 96 including interest from 11/7/96
at the rate of 8.0 ; per annum on the declining balance thereof; and a like amount or more on or before the 7th 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.
NOTWITISTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN
Payments are applied first to interest and then to principal. Payments shall be made at seller
or such other place as the Seller may hereafter indicate in writing.
5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer falls to make any payments on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within 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(s). 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 attorney's 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
ANY ADDITIONAL OBLIGATION TO BE FAID BY SELLER ARE INCLUDED IN ADDENDUM
(b) EQUITY OF SELLER PAID IN FULL. If the balance used the Seller on the purchase price herein becomes equal to the balance used 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 directly 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 falls 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 directly 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 periods 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.  ROAD MAINTENANCE AGREEMENT AND THE TERMS THEREOF AS RECORDED UBNDER AUDITOR'S FILE NO. 112950. RE-RECORDED UNDER NO. 118622. EASEMENTS, AND TERMS AND CONDITIONS THEREOF AS DISCLOSED ON THE PLAT FOR INGRESS, EGRESS & UTILITIES. CC&R' AS SHOWN ON THE FACE OF THE PLAT.
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 of UPON RECORDING, 19, whichever is later, subject to any tenancies described in paragraph 7.

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BOOK 160 PAGE 674

- 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 premiunts, 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 compiles 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 Seiler.
- 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 deliciency 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;
- (c) Forfelt 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 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 30 days after the date said Notice is either deposited in the mail addressed to the Buyer payable. Seller may thereupon institute suit for payment of such balance, interest, late charge, and reasonable attorney's fees and costs.

## BOOK 160 PAGE 675

- (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.
- 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. Fallure 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. ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's 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 attorney's fees and costs incurred in such suit or proceedings.

25. NOTICES. Notices shall be either personal by regular first class mail to Buyer at	lly served or shall be sent certified mail, return	receipt requested, and
7325 N. Fenwick Ave., Portland,	Or. 97217-5657	

and to Seller at \_\_\_\_\_

586 Green Ave., San Bruno, Ca. 94066

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

- 26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this
- 27. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors, and assigns of the Selier and the Buyer.
- 28. OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

29. OPTIONAL PROVISION -- ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER INITIALS: BUYER

30. OPTIONAL PROVISION -- DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign. (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriffs sale of any of the Buyer's interest in the property or this Contract. Seller may at any time thereafter either raise the interest rate on the balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than property entered into by the transferee.

Ca. W

INITIALS:

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		BOOK 160	PAGE 676	•
31. OPTIONAL PROVISION PR to make payments in excess of the minim prepayments, incurs prepayment penaltic such penalties in addition to payments of the pay	um required payments on : Es on orlor encumbrances	the purchase price Buyer agrees to	. kasala and Calles b	
SELLER	INITIALS:	NONE.	BUYER	4.
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<ol> <li>OPTIONAL PROVISION PE periodic payments on the purchase price, and fire insurance premium as will ap reasonable estimate.</li> </ol>	Buyer agrees to pay Seller	such portion of r	he real estate taxes of	daceacements
The payments during the current year shall not premiums, if any, and debit the amoun account in April of each year to reflect account balance to a minimum of \$10 a SELLER	accrue interest. Seller shalls so paid to the reserve excess or deficit balances a	account Ruser	end Caller shall add.	et the second
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	(C.2)	( <del>*</del>		
33. ADDENDA. Any addenda attacl	hed hereto are a part of the	his Contract.	b	- 4
34. ENTIRE AGREEMENT. This C agreements and understandings, written Buyer.  IN WITNESS WHEREOF the activity	or orai. This Contract ma	y be amended on	y in writing executed .	by Seller and
IN WITNESS WHEREOF the parties   SELLER	nave signed and scaled this	Contract the da	y and year first above BUYER	written.
ERNEST & WEISSER, truste	<del>-</del> -	TODD C LA	SSSER	
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OUNTY OF SAN MATEO	}	Caro	4.	
I certify that I know or have sat	who appeared before	me, and said p	ALFRED WE	owledged that
signed this instrument and ack entioned in this instrument.  ated: Ocroser 31, 1990	nowledged it to be	free and volu	ntary act for the uses	and purposes
	<u>_</u>	Jal	<del>[</del> -	
ANIL K. MAHARAJ Comm. # 1106963 NOTARY PUBLIC CALIFORNIA	Notary Public in and for Residing at 645	or the State of	CALIFORNIA	
San Moteo County  My Comm. Expires July 25, 2000	My appointment expire		2000	
·			·	· · · · · · · · · · · · · · · · · · ·
State of Oregon, County of Clad	ckamas)ss.	F3		
This instrument was acknow WASSER and CHRYSTAL GAYLE WASSE		November 4,	1996, by TODD C	
Before me:	_		Section 25	
Notary Public for Oregon	)	NOTARY	FICIAL SEAL BRAO FUBLIC-OREGON	
My Commission Expires: 2-7-00	· <u>L</u>	COMMIN	BION NO. 051108 IXPIRES FEB. 7, 2000	

Order No. 48475

## Exhibit "A" BOOK 160 PAGE 677

Lot 1 of the Amended Johnson Short Plat recorded in Book 3 of Short Plats, page 225, being a portion of that portion of the West half of the Southwest quarter of the Northeast quarter of Section 30, Township 2 North, Range 5 East of the Williamette Meridian, Skamania County, Washington.

EXCEPT that portion lying within a strip of land 60.00 feet in width, the center line of which is described as the North-South centerline of the Southwest quarter of the Northeast quarter, AND the Northwest quarter of the Southeast quarter of said Section 30.

TOGETHER WITH an easement for ingress, egress and utilities over, under and across the above described 80.00 foot strip.

