FILED FOR RECORD SKAHAYIAGA WASH

APR 4_10.55 AM '97 Pawry AUDITOR GARY H. OLSON

When Recorded Return to:

ER 20687 REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM) CTC-80130 W Grantor(s) (Seller): (1) (2) (3) Additional names on page of document Grantee(s) (Buyer): (1) (2) (3) (4) Additional names on page of document Legal Description (Abbreviated): LOT 3, ROBSON SHORT PLAT, 3/292 Additional legal on page 2 of document Assessor's Tax Parcel ID# 02 05 30 0 0 1804 00 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 1. PARTIES AND DATE. This Contract is entered into on 04/04/97 between JAMES ROBSON, as to an undivided Half interest and LARRY BALDWIN and HELEN BALDWIN, husband and wife as to an undivided Half as "Seller" and MICHAEL ADAMS and STACY ADAMS, husband and wife 4815 B NE GOTH STREET , VANCOUVER, WA 98661 as "Buver." 2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell Buyer and Buyer agrees to purchase from Seller the following described real estate County, State of Washington: Legal Description Attached here to Exhibit 3. PERSONAL PROPERTY. Personal property, if any, included in the sale

) Assumed Opingation
) Amount Financed by Seller EXCESE TAX

rec 3/19/97

Suppresent adexed, Dir **1** Indirect.

Total Price

Down Payment

) Assumed Obligation(s)

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

\$ 79,900.00

(\$ 2,000.00

(\$<u>77,9</u>00.00

(\$ 0.00

APR -4 1997

PAID 1023.79 201

SKAMANIA COUNTY TREASURER

Results in

Less

as follows:

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4.(a) PRICE. Buyer agrees to pay:

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain NA dated recorded as AF# NA , Seller warrants the unpaid balance of said obligation is \$ 0.00 which is payable \$ 0.00 on or before the NA day of NA interest at the rate of 0.0000 * per annum on the declining balance thereof; and a like amount on or before the NA day of each and every NA 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 _____

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$77,900.00 as follows:

\$0.00 or more at buyer's option on or before the NA

day of NA , 19NA, interest from NA at the rate of

0.0000 t per annum on the declining balance thereof; and

a like amount or more on or before the NA day of each and every

NA 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 PRINICIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN JULY 7 1997.

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. PAILURE 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 Bolder 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

7		 70. 7			
TIME	certain	 dated _	 -	recorded as AP#	7

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLIDED IN ADDERDUM.

(b) EQUITY OF SELLER PAID IN FULL: If the balance oved 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 ENCOMERANCES. 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 54 of the amount so paid and any attorney's fees and costs incurred by Buyer in connection with the delinquency form 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 form 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 encumbrances such as payments become due.
- 7. OTHER ENCLMBRANCES 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:

SUBJECT TO: EASEMENT FOR PIPELINE INCLUDING THE TERMS AND PROVISIONS THEREOF, RECORDED DECEMBER 13, 1948 IN BOOK 32, PAGE 254; ALSO RECORDED IN BOOK 32, PAGE 257; DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS INCLUDING THE TERMS AND PROVISIONS THEREOF, RECORDED IN BOOK 156, PAGE 362; EASEMENT FOR PRIVATE ROAD AND UTILITIES AS SHOWN IN THE RECORDED SHORT PLAT.

ANY ADDITIONAL NON-MONETARY ENCOMERANCES ARE INCLUDED IN ADDENIUM.

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.

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- 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 proeprty from and after the date of this Contract, or ______, whichever is later, subject to any tenancies
- 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 sgrees 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 open Space, Parm. Agriculture 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 5t penalty from the payments next becoming due Seller under the Contract.
- 13. INSURANCE. Buyer agrees to keep all buildings now or hereafter exected 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 substantially restore the premises to their condition before the loss. If the insurance proceeds are with instructions to apply the funds on the restoration or if the Buyer deposits in escrow any deficiency unless the underlying encumbrances provide otherwise. Otherwise the smount 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. ROMPANENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIERS. 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 fortheith pay Seller the amount thereof plus a late charge of 5t of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
- 15. COMBITION 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. AGRICULTURE USE. If this property is to be used principally for agriculture 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. OBDESENTION. Seller and buyer may each appear as owners of an interest in the property in any action removal of improvements, negotiate a contract to substantially restore the premises to their condition tion or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the fraction 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.
- 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 (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 attorney's rec 3/19/97

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I. MICHINE. If Sollar has fractituded any proceedings specified in Paragraph 20 and Buyer is receiving metal or other incomes from the property, Buyer agrees that the appointment of a receiver for the roperty is necessary to protect sollar's increase. J. MUTE'S EMBERY FOR SEMLER'S DEFAULT. If Seller fails to observe or perform any the term, covenant condition of this Contract, by your easy, after 30 days' written notice to Seller, institute suit for recording on specific performance unless the breaches designated in said notice are cured. J. MON-BAINER, Failure of either party to inside upon strict performance in the other party's obligations bereunder shall not be construed as a waiver of strict performance thereafter of all of the here party's obligations bereunder and shall not perjudice any resedies as provided herein. J. MON-BAINER, Failure of either party to inside upon strict performance thereafter of all of the here party's obligations bereunder and shall not prejudice any resedies are provided herein. A TORMET'S PRES AND CORTS. In the event of my breach of this Contract, the party responsible for the party and present and the party and party in any suit instituted arising out the searches, incurred by the other party. The prevailing party in any suit instituted arising out control of the contract shall be entitled to solve resconsible attempts of the performance of such said to strict performance of this Contract shall be entitled to solve resconsible attempts and the party any appecity in writing to the other party. Solvess shall be strict personal party and the season and the season are not only institution receiving payment to this only and the party of the season and the party and appears to the control of the control. SELLER TOR TREVIOUNCE. Time is of the essence in performance of any children pursuant to this instruct. SELLER TOR TREVIOUNCE. Time is of the essence in performance of the party and the payment of the survey of the season of the season of the survey and the payment of the payme	iable for a deficiency.	torecrose this contract as	a mortgage, in which event Buyer may be
A MONITORIA. PROTURED. THE FOR PREFERENCE. Time is of the essence in performance of any obligations personal to this contract. The provisions at the Contract. THE FOR PREFERENCE. Time is of the essence in performance of the coller of any treat of the contract of the c	1. RECEIVER. If Seller has institute ental or other income from the proper property is necessary to protect Sell	ed any proceedings specifi	ed in Paragraph 20 and Buyer is receiving the appointment of a receiver for the
Dispection bereamder shall not be construed as a water of strict performance of the other party's bligations persunder shall not be construed as a water of strict performance thereafter of all of the their party's obligations becameder and shall not prejudice any sendines as provided herein. ATOMETIC STEED AND COSTS. In the event of any breach of this Contract, the party responsible for the provision of the presence of the pr	 BUYER'S REMEDY FOR SELLER'S DEFAU r condition of this Contract, Buyer smages or specific performance unles 	RT. If Seller fails to ob may, after 30 days' writt se the breaches designated	serve or perform iny term, covenant en notice to Seller, institute suit for in said notice are cured.
the searches, incurred by the other party. The preventing party in any out instituted arising out this contract and in any forfeiture proceedings arising party in any out instituted arising out this contract and in any forfeiture proceedings arising party in any out instituted arising out orders are an acceptable atterments; see and costs incurred in such suit or proceedings. NOTICES, hotices shall be either personally served or shall be sent cerfitted sail, return receipt quested and by regular first class sail to Buyer at, and to Seller st, and to Seller st	 NON-MAIVER. Failure of either par pligations hereunder shall not be co ther party's obligations hereunder a 	rty to insist upon strict prestrued as a waiver of st and shall not prejudice an	performance of the other party's rict performance thereafter of all of the y remedies as provided herein.
such other address as either party may specify in writing to the other party. Notices shall be deemed were when served or mailed. Notice to Seller shall also be sent to any institution receiving payments the Contract. THE FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this intract. SUCCESSORS AND ASSIGES. Subject to any restrictions against assignment, the provisions of this tract shall be binding on the heirs, successors and assign of the Seller and the Buyer. SUCCESSORS AND ASSIGES. Subject to any restrictions against assignment, the provisions of this tract shall be binding on the heirs, successors and assign of the Seller and the Buyer. SUCCESSORS AND ASSIGES. Subject to any restrictions against assignment, the provisions of this tract shall be binding on the heirs, successors and assigns of the Seller and the Buyer. SUCCESSORS AND ASSIGES. Subject to any restrictions against assignment, the provisions of this tract shall be binding on the heirs, successors and assigns of the Seller and the Buyer. SUCCESSORS AND ASSIGES. Subject to any restrictions against assignment, the provisions of this successor and assigns of the Seller. Subject and the Seller as security interest in all personal property specified in Paragraph 3 herein other personal property of the care receive a same free assigns assigns as a security interest. SELLER INITIALS: BUYER OUTGOIL PROVISIONALTERATIONS. Buyer shall not make any substantial alteration to the improvement the property or this care in the prop	tle searches, incurred by the other this Contract and in any forfeiture	party. The prevailing par	rty in any suit instituted arising out
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SELLER INITIALS: BUYER OFFICIAL PROVISIONDUE Of SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the perty, (g) permits a forfeiture or foreclosure or trustee or sherrif's sale of any of the Buyer's e on the balance of the purchase price or declare the entire balance of the purchase price due and shell. If one or more of the entities comprising the buyer is a corporation, any transfer or essive transfers in nature of items (a) through (g) above of 49 or more of the outstanding capital shall enable Seller to take the above action. A lease of less than 2 years (including options remeasals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to reparagraph, provided the transferee other than a condemnor agrees in writing that the provisions of a paragraph apply to any subsequent transaction involving the property entered into by the transferee. SELLER INITIALS: BUYER OFFICIAL PROVISIONPRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If buyer elects to make ents in excess of the minimum required payments on the purchase price herein, and Seller, because outh prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay er the amount of such penalties in addition to payments on the purchase price.			
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KELLIE A. BRAATEN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES SEPTEMBER 5, 1998

CTC-80130

EXHIBIT A

LEGAL DESCRIPTION FOR: CTC - 80130

A Tract of Land in the South Half of the Southeast Quarter of Section 30, Township 2 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Lot 3 of the Robson Short Plat, recorded in Book 3 of short plats, Page 292, Skamania County Records.