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A service and a	AULITOR	h.
AFTER RECORDING MAIL TO:	GARY M. OLSON	4
Name Ward & Miller	1. 1.	
Address 26000 NE 147th Ave	BOOK 166 PAGE 877	L.
City/State <u>Bettleground</u> , WA 98604	· + (/	١.
ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS		P
SIGNING THIS CONTRACT WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT IS NOT A PART OF THIS CONTRACT.	First American Title	F
REAL ESTATE CONTRACT (Residential Short Form)	(, 1, 1)	3.2200
1. PARTIES AND DATE. This Contract is entered into on 70/1/3/1997		2-2
between TERRY C. WARD, a married man as his separate	e (this space for title company use only)	ğ A
estate and LEROY A. MILLER, a married man as his	separate_estateas "Seller" and	Percel # 3-74.54
NORMA I, WILSON, a single person	as Buyer *	3
2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees	s to purchase from Seller the following described real	
estate in Skamania County, State of Washington:	· · · · · · · · · · · · · · · · · · ·	5
The North 20 feet of Lot ? and all of Lot 8 except all in Block 4, Second Addition to Hill Crest Acre recorded Plat thereof, recorded in Book A of Plats of Skamania, State of Washington.	t the North 15 feet thereof,	Date 7/5/17
1 DEDSONAL DOODERTY D	18896	
3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows	REAL ESTATE EXCISE TAX JUL 3 1997	
No part of the purchase price is attributed to personal property.	PAID 566.10	
Assessor's Property Tax Parcel/Account Number(s): 03-75-36-2-3-		-
	A CHARACTER THE SOURCE	

LPB-44 (11/96)

page 1.016 (ured) /

4. (a) PRICE B	Buyer agrees to pu);	46.
	s 37,000.00 foul Pice	- 1
Less	15 25,000.00 1D5 n Payment	
Less	(S 0.00) Assumed Obligation(s)	
Results in	\$ 12,000.00 Amount Financed by Seller	-
(b) ASSUMEI	ED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that	e artuin
	of differential dated n/a recorded as AF# n/a	
"(Mergen, red Warrants the unp	npaid balance of said obligation is $s = n/a$ which is payable $s = n/a$. Selle:
on or before the	≈ n/a day of n/a 19 n/a irretest at the	IF.
n/a q	per annum on the declining balance thereof, and a like amount on or before the n/a day of each an	rate of
	thereafter until paid in full.	devery
	be date in the following two lines only if there is an early each out date.	
		+
	ING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER	
(c) PAYMENT		NDUM.
	NT OF AMOUNT FINANCED BY SELLER.	
	o pay the sum of \$ Twelve Thousand and 00/00	
	10_ or more at buyer's option on or before the 15thday of _July, 19.97	
	XXXXXXInteresticutexxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
	oknishing kinekadakkekkekkekkekkekkekakimishishishishishishishishishishishishishi	tik.
	date in the following two lines only if there is an early cash out date.	
NOIWITHSTANDIN	NG THE ABOVE. THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER	THAN
	1997	. "
Payments are ap-	applied first to interest and then to principal. Payments shall be made at	
	or such other place as the Seller may hereafter indicate in w	riting.
5/ FAILURE TO MAN	AKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments on assumed obligation(s)	Saller
may give written good	Re to payer that unless Buyer makes the delinquent payment(s) within fifteen (15) days. Setter will make the delinquent	
may be shortened to a	e charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day avoid the exercise of any remedy by the holder of the assumed obligation. Buyer shall immediately after such problems of the control of the contr	period
of perior remittance 26	sener for the amount of such payment plus a late charge equal to five percent (5%) of the amount of paid at the time.	ayment
attorneys" fees incurre	red by Seller in connection with making such payment.	212 3151
5. (a) OBLIGATIO	ONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received bereunder the fol	low inc
That certain	ligation must be paid in full when Buyer pays the purchase price in full:	
-Mirgage, 1	condition Communication Controlled 16 A5 #	-
ANT ADDITION	ONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.	
owed on prior encues	F SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balances being poid by Seller Roses will be de-	lances
thereafter make payme	nbrances being paid by Seller. Buyer will be deemed to have assumed said encumbrances as of that date. Buyer nents direct to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time	र फीर्मी
to Buyer a fulfillment	at deed in accordance with the provisions of Paragraph 8.	deliver
LPB-44 (11/96)		
	page	2 of 6

(c) FAILURE OF SELLIR TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller feils to make any payment on any prival encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days. Buyer will make he 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 near 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 Starutocy 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
- 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 fiens 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 Tumber 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 pays to Seller.

LPB-44 (11/96)

page 3 of 6

- 14. NONPAYMENT OF TAXES, INSURANCE AND UTHERHES CONSTITUTING THENS. It 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 stems and Buyer shall forthwith pay Seller the amount thereof plus a fate charge of 5% of the amount thereof plus any costs and attorney's fees incurred in
- 15. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and a knowledges 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
- 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 investor L 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 fivestock.
- 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 properly shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the
- 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 be easier be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming turough the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be canceled; (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 unhart ested crops on the properly shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the properly, improvements, and unharvested
- (d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and ruyment 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
 - (e) Judiciai 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 Selfer, institute suit for damages or specific performance unless the breaches designated in said
- 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

LPB-44 (11/96)

n any suit instituted ari	ES AND COSTS—In es and costs, including of ising out of this Contri- es and costs incurred in	kit and in any forfe	citure proceed	mgs arising ou	offed by the other	ir pany. The p it shall be eiti	revailing party fled to receive
15. NOTICES, Notice	s shall be either person.	illy served or shall l	be sent certifie	d mail, retern n	veipt requested	and by regular	first class riad
							and the same
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					-		and the fact of
or such other addresses a o Seller shall also be se	as either party may spec ent to any institution re-	ify in writing to the	other party. 3	Sotices shall be	deemed given w	hen served or r	naded Notice
6. TIME FOR PERFO	ORMANČE. Time is o	f the essence in per	formance of a	ny obligations i	oursuant to this	Contract.	
7. SUCCESSORS AN	ND ASSIGNS. Subject signs of the Seller and t	to any restrictions		-			hinding on the
sonal property specified Buyer hereby grants Sel	WISION SUBSTIT in Paragraph 3 herein lier a security interest in noing statement under t	n all bersonal brobe other bersonal brob	erty of like na irty specified i	iture which Buy in Paragraph 3	ef owns free an and future subst	d clear of any	encumbrances
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page 6 of 6

32. OPTIONAL PROVISION - PERIODIC PAYMENTS ON TANES AND INSURANCE. In addition to the periodic payments of purchase price. Buyer agrees to pay Seller such periodic of the real estate taxes and assessments and fire insurance premians as will appear mately total the amount due during the current year based on Seller's reasonable estimate. The payments during the current year shall be \$ Such "reserve" payments from Buyer shall be \$ Such "reserve" payments from Buyer shall be \$ Such asserted payments from Buyer and section. Buyer and seller shall adjust the reserve assessment in Apollo (such ascar to reflect estate deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment SELLER INHALS: BUYER 33. ADDENDA Any saltends attached bereto are a part of this Centract. 34. ENTIRE AGREEMENT. This Contract constitutes the entite agreement of the parties and supercedes all prior agreements and unstandings, written or eral. This Contract constitutes the entite agreement of the parties and supercedes all prior agreements and unstandings, written or eral. This Contract constitutes the entitle agreement of the parties and supercedes all prior agreements and unstandings, written or eral. 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 NOTITE 1. William Notited 1. William Notited 1. William Notited 2. Seller and Buyer.	SELLER	INHIALS:	BUYER	
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internet expires MARCH 28, 2000
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ACKNOWLEDGMENT - Corporate
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otary Public in and for the State of Washington.
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County of Skamania SS ACKNOWLEDGMENT	- Individual
On this day personally appeared before me Terry C. Ward & Leroy A. Miller	
to be the individual(s) discribed in and who executed the within and foregoing instrument, and acknowledged that	to me known
signed the same as their free and voluntary act and deed, for the uses and purposes therein me	they
GIVEN under my hand and official scal this 3 day of July	19 <u>97</u>
S E NOTARY	
No first Public in and for the State of Washington, residing an Stevenson My appointment expires September 13, 19	<u>7</u> 2
STATE OF WASHINGTON. County of State Of Washington. ACKNOWLEDGMENT -	
On this day of, 19, before me, the undersigned, a Notary Public in and fo Washington, duly commissioned and sworn, personally appeared	r the State of
and to me kee	wn to be the
President and Secretary, respectively, of	
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free a act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that	nd voluntary
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.	
. Witness my hand and official seal hereto affixed the day and year first above written.	
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	*
Notary Public in and for the State of Washington, residing at	
WA 46A (11/96)	
This jurat is page of and is attached to dated	