Shelly Lunard

	fts 3 3 15 11 153
AFTER DECORDING NAME -	Gawry
AFTER RECORDING MAIL TO: Name Dan and Jonica Sting	GARY 1 DISCH
Address 7171 Hay 14	<u> </u>
City/State Lyle, WA 98635	
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ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT WHETHER INDIVIDUALLY OR AS	and retaring the
AN OFFICER OR AGENT IS NOT A PART OF THIS CONTRACT.	First American Title Insurance Company
REAL ESTATE CONTRACT	Pres to
(Residential Short Form)	
1. PARTIES AND DATE. This Contract is entered into on Oa faber 8, 1998	VS. 4
between Dan and Jonica Sting/	(this space for title company use only) REAL ESTATE EXCISE TAX
Gregory and Shelly Lemand	19983 "Seller and
P.D Box 1254, Stevenson, WA 00	CO FEB 03 1989
2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees estate in Stamping County, State of Washington:	PAID 1280:00
estate in County, State of Washington:	SYAMANIA COUNTY TREASURED
Lot 10, Wells Home sites, according	to The plat there of
scorded in Dock H, Page 102, Skam	ania County Plat Records
Metzger Rd in Carson, Washington De 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:	ry H. Martin, Skamenia County Assessor
3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:	Lai 10 Parcel # 3-5-21-3-1500
Refrigerator Sclle	35 CO. 1 1 11
Washer and Dryer Privac	r agrees to build a sy fence around back yard
No part of the purchase price is attributed to personal property.	of Summer 1999 if all
P'J"	ents are made:
Assessor's Property Tax Parcel/Account Number(s):	
03 08 21 3 0 1500 00	
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$11 \le 7$.	page 1 of 6

4. (a) PRIC	E. Buyer agrees to pay:	r		•
-	s 100,000,00 (s 8,000.00 (s None	Total Price \$6	5000	
Less	15 8,000.00	1 Dona Promove C	, or ch	10/8/98
Less	is None) Assumed Obligations	looo vo on	1/8/20
Results in	s 92,000.00	Amount Financed by Selfer		710
(b) ASSU	MED OBLIGATIONS. Buyer agrees to p		the assuming of the	
	gs. Duce of Trice Concess	recorded as a	rey arraning and agreen	og to pay that care .
. watrants th	e unpaid balance of said obligation is \$			Notice Series
on or befor	the day of	which is p	syable 3	· K. //
———	% per annum on the declining balance the	reof: and a like amount on or hefour	time history palents	intelest at the rate of:
	thereafter until paid i		the	lay of each and every
Noșe: Filtă	in the date in the following two lines only i	f there is an early out time the	- T	h. Yeu
NOTWITHSTAN	IDING THE ABOVE, THE ENTIRE BALA	ANCE OF POLICEPAL AND INC.		W
	19 ANY A	ADDITIONAL ASSUMED ON 15	CEST IS DUE IN FUEL:	NOT LATÉR THAN
(c) PAYM	IENT OF AMOUNT FINANCED BY SEL	I FR	HONS ARE INCLUDE	D IN ADDENDUM
	es to pay the sum of $s = q_2$, o		b. //	
s 775	or more at buyer's option on or t	wood 8H		as follows:
Includ	IN & interest from 10/8/98	10.0		
like amount or	more on or before the 8th day of	factorial (too a dif	num on the declining bal	lance thereof, who a
Note: Fill in the	he date in the following two lines only if the	each and every PROHTH	shereafter un	tit paid in tatt
NOTWITHSTAN	DING THE ABOVE THE SHEET DAY	cre is an early cash out date.	,	
	DING THE ABOVE, THE ENTIRE BALA	INCE OF PRINCIPAL AND INTER	EST IS DUE IN FULL N	SOT LATER THAN
Payments ar	e applied first to interest and the and			- 1
	e applied first to interest and then to pribe			
223		or such other place as	the Seller may hereutier	indicate in writing
5. FAILURE TO	MAKE PAYMENTS ON ASSUMED OBLI	GATIONS. If Buyer fails to make a	ny payments on assumed	obligations (Soller
together with any	late charge, additional interest, penalties, a	nd costs are a sale at the sale and costs are a sal	n (15) days. Seller wall m	take the playment, a
may be shortened	to avoid the exercise of any remedy by the	: holder of the assumed obligation.	Buyer shall immediately	The 15-day period
	e Seller for the amount of such payment plu urred by Seller in connection with making		(5%) of the amount so pa	iid plus all costs and
	, and the managery	soca payment.		
obligation, which	TIONS TO BE PAID BY SELLER. The S obligation must be paid in full when Buyer	eller agrees to continue to pay from	payments received here	under the following
That centain	e Para as ten when buyer	pays the purchase price in full;		. 10
1464	Page Dead of True Consents	recorded as A		
(b) EQUITY	TIONAL OBLIGATIONS TO BE PAID BY	SELLER ARE INCLUDED IN AD	DENDUM	
owed on prior end	OF SELLER PAID IN FULL. If the balar combrances being paid by Seller, Buyer with tyments direct to the holders of said engagen	nce owed the Seller on the purchase	price herein becomes ec	qual to the halances
thereafter make pa	yments direct to the holders of said encum	brances and make no fundament	encumbrances as of that	t date. Buyer shati
to Buyer a fulfillm	nent deed in accordance with the provisions	of Paragraph 8.	its to Seller. Seller shall	at that time deliver
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(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payment 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 later period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquent 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 ADDIENDUM.

- 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 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 puy a face 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 fate 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 fater, 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 feet, 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 Country 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 ander fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due better, 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.

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- 14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Bayer 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 atoms and Hayer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees meutred in connection with making such payment.
- 15. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Setter, 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 Huyer 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 hyestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's correspondice 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 accrow 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 in the purchase price, as Seller may direct.
- 20. DEFASILT. 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 bereafter 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 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 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 definquencies and payment of 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 (50) 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
- 22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition or this Comract.
 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 cither party to insist upon strict performance of the other party's obligations herconder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations herconder and shall not prejudice any remedies as provided herein.

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reasonable and	omeys' fees	and costs i	neurred in such	nd in any forfeiture process is suit or proceedings.	ccoings aris	ing out of thi	s Contract shall b	e entitled to re-
25. NOTICE	S. Notices	shall be eith	er personally s	erred or shall be seen com	ificá – de d		•	-
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37 SHOORE				source in performance of	any obliga	tions pursuant	to this Contract	- " 4
heirs, successor	r and invite	ASSIGNS	. Subject to a	ly restrictions against assi	gnment the	provisions of	this Contract sha	II be bindina oo
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28. OPTION	AL PROY	ISION S	UBSTITUTIO	N AND SECURITY ON	PERSONA	PROFEST	V B	10 m
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buyer nereby g	rants Seller	a security	interest in all p	ersonal property specified if the comment of the co	în Paragra	ph 3 and futu	re substitutions fo	37) encumbranc
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30. OPTIONA	L PROVIS	SION DE	E ON SALE	If Buyer, without written	consent of S	eller, (a) con-	veys, (b) sells, (c)	leases, (d) assign
30. OPTIONA (e) contracts to coale of any of the	Buyer's in	terest in the	Ococerty or the	If Buyer, without written at option to buy the proper	y. (g) perm	its a forfeiture	e or foreclosure or	trustee or sheriff
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32. OPTIONAL PROVISION PERIODIC	PAYMENTS ON TAXES AND INSURA	NCE. Ja addition to the periodic payments on
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such "reserve" payments from Buyer shall not so	crue interest. Seller shall pay when due a	per
and debit the amounts so paid to the reserve acco	suct. Buyer and Seller shall adjust the rea	tive account in April of each season reflect as
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33 ADDENDA Annadamento		
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IN WITNESS WHEREOF the parties have signor	u and sexico this contract the day and ye	er furst above written.
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On this day personally appears	ad before me GREGORY D	LEONARD AND
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