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BOOK 205 PAGE 751

FILED FOR RECORD
SKAMANIA CO. WASH.
BY CLERK COUNTY CLERK

JAN 8 4 02 PM '01

Olson
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Name Jeremy Goodson

Address 13217 NW 30th Court

City, State, Zip Vancouver, WA. 98685

69642MLP

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 ESTATE CONTRACT
(Residential Short Form)**

1. PARTIES AND DATE. This Contract is entered into on January 4, 2001 between Mark E. Sawyer and
Helen L. Sawyer, husband and wife as "Seller" and Richard L. Rocca, a married man, as his separate estate
and Jeremy J. Goodson, a married man, as his separate estate as "Buyer".

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from
Seller the following described real estate in County, State of Washington:

East 1/2 of Lot 13 Washougal Summer Home Tracts...
See Exhibit A attached hereto and made a part hereof.

See full legal on Page 6.

REAL ESTATE EXCISE TAX

21296

JAN 08 2001

PAID *81,493.76*

William Olmsted
SKAMANIA COUNTY TREASURER

Assessor's Property Tax Parcel Account Number(s): 02-05-31-4-0-0900-00

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

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

Gary H. Martin, Skamania County Assessor

Date *1-8-01* Parcel # *2-5-31-4-900*

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

\$ 116,700.00

\$ (

\$ (

\$ 116,700.00

Total Price

) Down Payment

) Assumed Obligation(s)

Amount Financed by Seller.

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above assumed Obligation(s) by assuming and
agreeing to pay that certain Mortgage/Deed of Trust/Contract dated _____ recorded as
AF# _____

Seller warrants the unpaid balance of said obligation is \$ _____ which is payable \$ _____ on or
before the Pmt. Date Day day of Pmt. Date Mo., Pmt. Date Yr., including/plus interest at the rate of
Int. Rate% per annum on the declining balance thereof; and a like amount on or before the Pmt. Date
Day day of each and every month/year 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 January 4, 2031.

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$116,700.00 as follows:
\$876.73 or more at buyer's option on or before the 4th day of February, 2001, including interest from January 4th, 2001 at the rate of 8.25% per annum on the declining balance thereof; and a like amount or more on or before the 4th 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.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN January 4, 2031.

Payments are applied first to interest and then to principal. Payments shall be made at 500 NE 404th Court, Washougal, WA. 98671 or such other place as the Seller may hereafter indicate in writing.

5. FAILURE 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 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. 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 price in full:

That certain Washington Mutual Savings Bank dated September 20, 1996, recorded as AF# 126359 Book 159 page 842

SECOND DEED OF TRUST: Jeremy Goodson dated October 12, 2000, recorded at 139368, book 203 page 421.

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) EQUITY OF SELLER PAID IN FULL: If the balance owed the Seller on the purchase price herein becomes equal to the balance 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 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 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 payments together with any late charges, additional interest, penalties, and costs assessed by the holder of the 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 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 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, or, whichever is later, subject to any tenancies described in Paragraph 7.

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 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.

25. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at 13217 NW 30th Court, Vancouver, WA. 98685, and to Seller at 500 NE 404 Court, Washougal, WA. 98671, 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 Contract.

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 Seller 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.

SELLER	INITIALS:	BUYER
_____		_____
_____		_____

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 sheriff's 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 or declare the entire 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), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER	INITIALS:	BUYER
_____		_____
_____		_____

31. OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER INITIALS: BUYER

32. OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ per Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER INITIALS: BUYER

33. ADDENDA. Any addenda attached hereto are a part of this Contract.

34. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. 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
Mark E. Sawyer
Helen L. Sawyer

INITIALS: BUYER
Richard L. Rocca
Jeremy J. Goodson

STATE OF WASHINGTON
COUNTY OF Clark } ss

I certify that I know or have satisfactory evidence that Mark E. Sawyer and Helen L. Sawyer and Richard L. Rocca and Jeremy J. Goodson are the persons who appeared before me, and said persons acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

OFFICIAL SEAL
MERYLE LYNN FAXMAN
Notary Public - State of Washington
My Commission Expires 9-15-01

Meryle Lynn Faxman
Notary Public in and for the State of Washington
Residing at Camas, Washington
My appointment expires: 09/15/01
Meryle Lynn Faxman

STATE OF WASHINGTON
COUNTY OF } ss

I certify that I know or have satisfactory evidence that who appeared before me, and said persons acknowledged that he/she/they signed this instrument, on oath stated that he/she/they authorized to execute the instrument and acknowledged it as the of Mark E. Sawyer and Helen L. Sawyer to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated:

Notary Public in and for the State of Washington
Residing at
My appointment expires:

Exhibit A

The East Half of Lot 13 and the West three-fourths of Lot 14, WASHOUGAL SUMMER HOME TRACTS, according to the plat thereof, recorded in Book "A" of Plats, page 78, records of Skamania County, Washington.

EXCEPT that portion thereof described as follows:

BEGINNING at a point on the Easterly line of Said tract distance Southeasterly 50 feet from the Northeast corner thereof; thence in a Southerly direction to a point on the Southerly line of said tract which is 90 feet distant from the Southwest Corner thereof; thence Easterly along the South line of said tract to the Southeast corner thereof; thence in a Northwesterly direction to the Point of Beginning of said excepted tract.

M. G. S.
H. S.
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RD

Gary H. Martin, Skamania County Assessor

Date 1-8-01 Parcel # 2-5-31-4-900