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BOOK 214 PAGE 162

FILE OF SER REGORD SKALLANA CO. TITLE

Aus 29 11 43 M 'Ol Catury

GARY H. OLSON

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First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name JOHN & GAIL DUNOVEN

Address PO Box 55

City/State Carson, WA 986 5.C.T.C. 24238

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT -- WHETHER INDIVIDUALLY OR AS AN OFFICER CR AGENT -- IS NOT A PART OF THIS CONTRACT.

REAL ESTATE CONTRACT

(Residential Short Form)

1. PARTIES AND DATE. This Contract is concred into on AUGUST 29, 2001

between JOHN A. DUNOVEN AND GAIL E. DUNOVEN,

(this space for title company use only)

TRUSTEES OF THE DUNOVEN TRUST DATED JUNE 30, 1999

VERN RIDDLE AND ILA RIDDLE HUSBAND AND WIFE AND CLAYTON RENNEDY AND SANDY

KENNEDY EUSBAND AND WIFE

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real

County, State of Washington: A tract of land in the Southwest Quarter of Section 27, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Dunoven Short Plat recorded in Book 3 of Short Plats, Page 330, Skamania County Records.

Gary H. Martin, Shippenie County Admiron Date 129/61 33-27-8-500

REAL ESTATE EXCISE TAX 3. PERSONAL PROPERTY. Personal property, if any, in

> 21737 AUG 2 9 2001 PAID \$1,024.00

NIA COUNTY TREASURER

ne price is attributed to personal property.

Assessor's Property Tax Parcel/Account Number(s): 03-08-27-3-0-0600-00

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4. (a) PRI	ICE. Buyer agrees to pay:		
	s 80,000.00	Total Price	× 1
Less	(\$		
Less	(\$		
Results in			
		Amount Financed by Seller	•
(o) A33	SUMED OBLIGATIONS. Buyer agrees to	pay the above Assumed Obligation(s) by assumin	g and agreeing to pay that certain
Other	teres, Deel of Trus, Control	recorded as AF#	. Seller
. Warrants t	the unpaid balance of said obligation is \$	which is anythin t	
on or befo	ore the day of		interest at the stand
	% per annum on the declining balance ti	hereof; and a like amount on or before the	micrest at the rate of
	thereafter until paid		day of each and every
Note: Fill	,		
	in the date in the following two lines only		
MOTWITHSTA	INDING THE ABOVE, THE ENTIRE BAI	LANCE OF PRINCIPAL AND INTEREST IS DU	E IN FULL NOT LATER THAN
	19 ANY	ADDITIONAL ASSUMED OBLIGATIONS ARI	E INCLUDED IN ADDENDURA
(c) PAY	MENT OF AMOUNT FINANCED BY SE	LLER	THE PLANT OF THE PARTY OF THE P
Buyer agn	ecs to pay the sum of \$ 80,000.00		76.
s 596.	46	before the 15th day of SEPTEMBE	as follows:
TWOLE	Or more at neighbor soption on or	of at the rate of 6.5 % per annum on the	R. 2001
NOTWITHSTA	the date in the following two lines only if MOING THE ABOVE, THE ENTIRE BAL	there is an early cash out date. ANCE OF PRINCIPAL AND INTEREST IS DUI	E IN FULL NOT LATER THAN
AUGUST	15, 2021 . ***		444
Payments :	are applied first to interest and then to prin	cipal. Payments shall be made as	
10 to 1			
		or such other place as the Seiler m	ay hereafter indicate in writing.
5. PAILURE TO	MAKE PAYMENTS ON ASSUMED OBI	LIGATIONS. If Buyer fails to make any payments	on assumed obligation(s). Seller
together with an	y late charge, additional interest makes the	the delinquent payment(s) within fifteen (13) days,	Seller will make the payment(s),
may be shortene	d to avoid the exercise of any remedy by the	he helds assessed by the Holder of the assumed of	bligation(s). The 15-day period
			immediately after such payment
attorneys' fees is	ncurred by Seller in connection with makin	ng such payment.	amount so paid plus all costs and
6. (a) OBLIG	ATIONS TO BE PAID BY SELLER. The	Seller agrees to continue to pay from payments re	
obligation, which	h obligation must be paid in full when Boy	er pays the purchase price in full-	ceived hereunder the following
That certain	dated	recorded as AF#	
ANY ADD	TTIONAL OBLIGATIONS TO BE PAID B	SY SELLER ARE INCLUDED IN ADDENDUM.	-
(a) EXACIII	Y OF SELLER PAID IN FULL. If the hall	ance await the Caller of	
owed on prior er	acumbrances being paid by Seller, Buyer v	lance owed the Seller on the purchase price berein will be deemed to have assumed said encumbrance	becomes equal to the balances
			es as of that date. Buyer shall
no Buyer a fulfill	iment deed in accordance with the provision	ns of Paragraph 8.	Series stati at that time deliver
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(c) FAILURE OF SEI LER 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, pensities, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remody 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 dedect the then balance owing on such prior encurobrance 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 Statut ory 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
- LATE CHARGES. ANY PAYMENT MAY BE UP TO TWO DAYS OVERDUE TO ALLOW FOR HOLIDAYS ETC. WITHOUT PENALTY. PAYMENT BEYOND THIS PERIOD WILL RESULT IN A \$50.00 PENALTY FEE.
- 10. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior mbrance (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 late, 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 lieu 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 egainst 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, Bayer 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 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 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 my 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. LPB-44 (11/96)

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- 14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. 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 for hwith 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 sub-agents 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. 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 bushandry practices. In the event a forfeiture action is instituted, Buyer consents to Soller'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, negotiale 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 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. See 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 cariceled; (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 anomey'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 attentives' fees and costs.
 - (e) Judicial Forecleaure. 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 day ages or specific performance unless the breaches designated in said
- 23. NON-WAIVER. Failure of either party to ineast 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.

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5. NOTICES. Notices shall be either personally se-	suit or proceedings.	return receipt requested and his secular Form	
Buyer at	red or state of sell certified mail,	terms tecerbit technisment and by technism that en	ass ma
buyer at		<u> </u>	
		, and to S	Seller
		·-	
such other addresses as either party may specify in Seller shall also be sent to any institution receiving	writing to the other party. Notices : g payments on the Contract.	shall be deemed given when served or mailed.	Notic
6. TIME FOR PERFORMANCE. Time is of the e	ssence in performance of any oblig	gations pursuant to this Contract.	h.
7. SUCCESSORS AND ASSIGNS. Subject to an eirs, successors and assigns of the Seller and the Bu	y restrictions against assignment th yer.	be provisions of this Contract shall be binding	on th
8. OFTIONAL PROVISION - SUBSTITUTIO	N AND SECURITY ON OCCOM	us énançaru a	-46
onal property specified in Paragraph 3 berein other	personal property of like nature wh	AL PROPERTY. Beyer may substitute for a	my pe
layer hereby grants Seller a security interest in all p	ersonal property specified in Parag	rraph 3 and future substitutions for such prope	CITY AL
grees to execute a financing statement under the Un	iform Commercial Code reflecting	such security interest.	
SELLER	DUTTIME		- 1
Jan 1997	INITIALS	BUYER	
<u> </u>			
and the second s	- 7		
9. OPTIONAL PROVISION - ALTERATIONS	S. Buyer shall not make any subst	artial electrics to the immediate	
9. OPTIONAL PROVISION - ALTERATIONS rithout the prior written consent of Seller, which con	S. Buyer shall not make any subst	named alteration to the improvements on the public.	proper
smout the prior written consent of Seller, which con	S. Buyer shall not make any substract will not be unreasonably with	anial alteration to the improvements on the pabeld.	proper
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SELLER	nsent will not be unreasonably with	BUYER	
SELLER SELLER O. OPTIONAL PROVISION DUE ON SALE.	INITIALS:	BUYER of Seller, (a) conveys (b) sells (c) leaves (d)	
SELLER SELLER O. OPTIONAL PROVISION DUE ON SALE: c) contracts to convey, sell, lease or assign, (f) grants	If Buyer, without written consent an option to buy the property, (2) p	of Seller, (a) conveys, (b) sells, (c) leases, (d)	assign
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 OPTIONAL PROVISION PRE-PAYMEN excess of the minimum required payments on the pure on prior encumbrances. Buyer agrees to forthwith pay 	chase price berein, and Seller, beca	use of such prepayments, incurs prepayment pe	enaltics
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32. OPTIONAL PROVISION - PERIODIC PAY purchase price, Buyer agrees to pay Seller such porti	MENTS ON TAXES AND INSU	RANCE. In addition to the periodic payments	can the
mately total the amount due during the current year b	based on Seller's reasonable estimated	essments and tire insurance premium as will a ate.	pproxi-
The payments during the current year shall be \$			h.
and debit the amounts so paid to the reserve account, or deficit balances and changed costs. Buyer agrees to SELLER	to bring the reserve account haland	te to a minimum of \$10 at the time of adjustme	ent.
<u> </u>		X	
33. ADDENDA. Any addenda attached hereto are a 34. ENTIRE AGREEMENT. This Contract constitutions are applied to the contract constitutions.	tutes the entire agreement of the m	arties and supermotes all prior agreements and	
substitutes of orai. This Contract may be ame	ended only in writing executed by	Seller and Buyer.	under-
JOHN A, DUNOVEN, TRUSTE GAIL E. DUNOVEN, TRUSTE	E Juste	IDDIE RODLE	
	TLAY 70	N KENNEDY	

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ACKNOWLEDGMENT - Individual

			Kennedy	
to be the indix	ridual(s) described in and who execu			to me known
tioned the re-	mana Mana and who execu	ited the within and foregoing instru	ament, and acknowledged that	they
Agricultur sai	me as their fr	ee and voluntary act and deed, for	r the uses and purposes there	in mentioned.
GIVEN	under my hand and official seal this	22 day of	Avoust	200
		a		
		<u> </u>		*
٠,٢	Notary Public			- 6.
	State of Washington			
·	JAMES R COPELAND, J	R		7
	MY COMMISION EXPIRES	L .	1 10	
l l	September 13,2003	Notry Public i	R Allin and for the State of Washin	azton
<u>-</u>		residing at	evensor	
		My appointment expir	es 9-13-0	7
1.1				
c				
TATE OF V	WASHINGTON,		ACKNOWLEDGME	NT Comments
ounty of	SS.	- Ph	THE TOTAL COUNTY	in - Corporațe
On this _	day of	, 19, before me, the und	dessigned, a Notary Public in	and for the State of
asbington, o	duly commissioned and sworn, pe	ersonally appeared	The state in	and for the State of
	ACK		10.00	
J61 1	President and		to m	e known to be the
	poration that executed the foregoing	g instrument, and acknowledged	the said instrument to be the	free and voluntary
t and dead of		urposes therein mentioned, and on o	oath stated that	
and deed of				
and deed of	xecute the said instrument and that	t the seal affixed (if any) is the co	orporate seal of said corporat	ion.
t and deed of thorized to e	execute the said instrument and that			ion.
and deed of thorized to e	execute the said instrument and that my band and official seal hereto aff			ion.
and deed of thorized to e	execute the said instrument and that			ion.
t and deed of thorized to e	execute the said instrument and that			ion
t and deed of thorized to e	execute the said instrument and that			
and deed of thorized to e	execute the said instrument and that			
t and deed of thorized to e	execute the said instrument and that			
t and deed of thorized to e	execute the said instrument and that			
t and deed of thorized to e	execute the said instrument and that	fixed the day and year first above	written.)
t and deed of thorized to e	execute the said instrument and that	fixed the day and year first above)
t and deed of thorized to e Witness r	execute the said instrument and that	fixed the day and year first above	written. and for the State of Washing)
t and deed of thorized to e Witness r	execute the said instrument and that	Fixed the day and year first above Notary Public in residing at	written. and for the State of Washing)
thorized to e Witness r	execute the said instrument and that	Notary Public in residing at	written. and for the State of Washing)

STATE OF WASHINGTON,
County of Skamania Ss.

BOOK 214 PAGE 169

ounty of Skin ania }ss			ACKNOW	LEDGMENT - Individua
On this day personally appeared before I/a Ridd/L	ore me	vera	Riddle	-nol
be the individual(s) described in and who				to me know:
mad the series as	o executed the wa	unin and toregoing	instrument, and acknowle	edged that
med the same as their_	free and vol	untary act and dec	ed, for the uses and purp	oses therein mentioned.
GIVEN under my hand and official so	calthis 2:	Z dwar	Avansil	- 200
•			-	
			*	
Netary Public				- 6.
State of Washington				
JAMES R COPELAND,	JB			"
MY COMMISION EXPIRES				
September 13,2003	· 1		120	e n
September 10,2000		residing a	Mic in and for the State	of Washington,
			MI 1984	70000
		My appointment	expiresQ -	17-07
·				
 				
ATE OF WASHINGTON,			ACKNOW	EDGMENT - Corporate
> SS .		45	AGIGIO IVI	-Corporate
ounty of			ъ. ч	k.
On this day of	. 19	, before me. th	e undersigned a Notary	Public in and for the State of
ashington, duly commissioned and sw	om personally	sovered	,	T WOOL MY MIC TOT THE STATE O
	1	appeared		
	and			to me known to be the
President and				
the corporation that executed the fo	oregoing instrum	ent, and acknowle	dged the said instrument	to be the free and voluntary
and dood of said corporation, for the use				
thorized to execute the said instrument		,		
<		anaco (ii aily) is	the corporate scar or san	d corporation.
Witness my hand and official seal he	creto affixed the	day and year first	shove written	
			acove wither.	
	7	- 4		
	-	- 47		
	<	1		
		- 1		
V		- 1		
		Notary Pul	Dic in and for the State	of Washington
		Notary Pul	Slic in and for the State	of Washington,
		residing at	السناة	of Washington,
A-46A (11/96)		Notary Pul residing at My appointment	السناة	of Washington,
1-46A (11/96)		residing at	السناة	of Washington,

STATE OF WASHINGTON, County of Skanaa.		ACKNOWLEDGMENT - Individe	ıal
On this day personally appeared before me	701. 0		
Gail E. Ounoven	- JOHA M.		— Ì
to be the individual(s) described in and who execut		to me kno	# 15
signed the same as fre			→ `
and the second second			
GIVEN under my hand and official seal this	22 day of	August = 20	20/
A = A + A = A			
Notary Public			
State of Washington			•
JAMES R COPELAND, JR			-
MY COMMISION EXPIRES			- 1
@aptember 13,2003	Molary Public	a and for the State of Washington,	
	400 1 1	deventary	-
	My appointment expir	9-17-03	
	IX		
	~~~		
STATE OF WASHINGTON, SS.	J 1 .	ACKNOWLEDGMENT - Corpora	ate
County of	77		
On this day of	. 19, before me, the un	dersigned, a Notary Public in and for the State	e of
Washington, duly commissioned and sworn, p			
	d	to me known to be	фe
President and	Secretary, respectively, of		
the corporation that executed the foregoing	ng instrument, and acknowledged	the said instrument to be the free and volunt	lary
act and deed of said corporation, for the uses and p			_
authorized to execute the said instrument and the	at the seal affixed (if any) is the	corporate scal of said corporation.	-
Witness my hand and official seal hereto a	flived the day and year for abou		
		C-WHILE II.	
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	·		
	Notary Public : residing at	in and for the State of Washington,	
• •	My appointment expi	res	_
WA-46A (11/96)	A Akamama sahi		_
		<u> </u>	
This jurat is page of and is att	ached to	dated	