

142416

BOOK 215 PAGE 18

FILED IN RECORD  
SYMBOL INDEXED  
BY Grant & Elcock PLLC

SEP 26 10 17 AM '01

GARY L. OLSON

RETURN ADDRESS  
Donald G. Grant

1014 Franklin St., Suite 216  
Vancouver, WA 98660

Please Print neatly or Type information  
DOCUMENT TITLE(S)

Vendor's Assignment of Contract and Deed

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

Real Estate Contract #124782, Book 155, Page 990.

Additional Reference #'s on page \_\_\_\_\_

GRANTOR(S)

PHILIP S. BUDE, personal representative of Estate of Milton  
A. Bude, Deceased

REAL ESTATE EXCISE TAX

Additional Grantors on page # \_\_\_\_\_

GRANTEE(S)

PHILIP S. BUDE,

GARY L. BUDE

TERRY L. BUDE

SEP 26 2001

PAID BY EXCISE #17944 DTD 3.13.01

SKAMANIA COUNTY TREASURER

Additional Grantees on page # \_\_\_\_\_

LEGAL DESCRIPTION (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

A tract of land in the Northwest Quarter of the Southeast  
Quarter of Section 17, Township 3  
North, Range 8 East of WM

Additional Legal is on page # \_\_\_\_\_

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-08-17-4-0-0500-00

Additional Parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to  
verify the accuracy or completeness of the indexing information provided herein.

**VENDOR'S ASSIGNMENT OF CONTRACT AND DEED**

Pursuant to the Order Adjudicating Testacy and Establishing Heirship dated August 3, 2001 (attached hereto as Exhibit "A"), the undersigned assigns to PHILIP S. BUDE, a married person as his separate estate, TERRY L. BUDE, a married person as his separate estate, and GARY L. BUDE, a married person as his separate estate, assignees, a certain Real Estate Contract (Residential Short Form) dated March 13, 1996, executed between MILTON A. BUDE, JR., an unmarried man, the assignor, as seller, and RAYMOND G. MITCHELL and EVELYN D. MITCHELL, husband and wife, as purchaser, for the sale of the following described real estate commonly known as 191 Metzger Road, Carson, Washington:

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the center of said Section 17; thence 89° 55' East 30 feet; thence South 172 feet; then South 89° 55' East 208 feet; thence South 208 feet; thence North 89° 55' West 208 feet; thence North 208 feet to the true point of beginning; together with two mobile homes (VIN's 10509147 and OW329);

Recorded under Skamania County Auditor's File No. 124782 in Book 155, Page 990, records of Skamania County, State of Washington.

Assignees covenant to perform the obligations of the seller in the contract identified above.

The undersigned hereby conveys and quitclaims to PHILIP S. BUDE, a married person as his separate estate, TERRY L. BUDE, a married person as his separate estate, and GARY L. BUDE, a married person as his separate estate, all of the vendor's interest in the above-described real estate, situated in Skamania County, Washington, together with all after-acquired title to the grantor therein.

VENDOR'S ASSIGNMENT OF CONTRACT AND DEED - 1

Gary H. Martin, Skamania County Assessor

Date 9-25-01 Parcel # 3-9-17-4-500  
*GM*



BOOK 216 PAGE 20

Assessor's Property Tax Parcel/Account No. 03-08-17-4-0-0500-00.

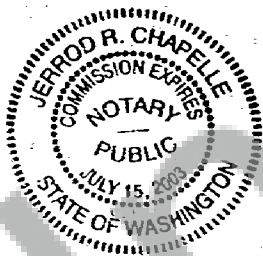
DATED: 7/17/01, 2001.

Philip S. Bude  
PHILIP S. BUDE

STATE OF WASHINGTON )  
County of Clark ) ss.

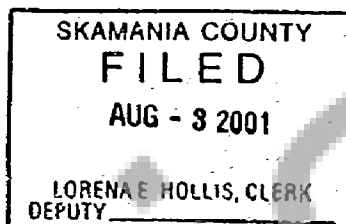
On this day personally appeared before me PHILIP S. BUDE to me known to be the individual described in and who executed the within and foregoing instrument pursuant to the Order Adjudicating Testacy and Establishing Heirship dated August 3, 2001, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned.

DATED: Sept 17, 2001.



Jerrod R. Chapelle  
NOTARY PUBLIC in and for the  
State of Washington  
My Commission Expires: July 15, 2003

VENDOR'S ASSIGNMENT OF CONTRACT AND DEED - 2



THE SUPERIOR COURT OF WASHINGTON FOR <sup>Skamania</sup> CLARK COUNTY

In the Matter of the Estate of:  
MILTON A. BUDE, JR.,  
Deceased.

01-4-00013-S  
NO. 01-4-00013-S

ORDER ADJUDICATING TESTACY  
AND ESTABLISHING HEIRSHIP

RCW 11.28.330, 22.28.340

PHILIP S. BUDE, the Petitioner herein, having filed with the court a  
Petition for Order Adjudicating Intestacy and Establishing Heirship, the court  
finds as follows:

1. Jurisdiction. Milton A. Bude (herein "Decedent"), a resident of  
Portland, Multnomah County, Oregon, died on June 13, 2001, leaving real and  
personal property in this county subject to the jurisdiction of this court.

2. Testacy. Decedent died intestate without having duly executed a  
Last Will and Testament.

3. Heirs and Beneficiaries. Decedent left surviving him the following  
heirs and beneficiaries:

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT.

BUDP0101.P04.wpd  
ORDER ADJUDICATING TESTACY  
AND ESTABLISHING HEIRSHIP - 1

Case 01-4-00013-S  
Adoption and Guardianship of Law  
1244 Fourth St., Suite 210  
Tacoma, WA 98402  
(253) 464-0400

RECEIVED  
DATE

A

10/9



| 1 | NAME AND ADDRESS                                       | RELATIONSHIP | AGE   | INTEREST |
|---|--|--------------|-------|----------|
| 2 | Philip S. Bude   | Son          | Adult | 1/3      |
| 3 | 11116 NE 87 <sup>th</sup> St.<br>Vancouver, WA 98662   |              |       |          |
| 4 | Terry L. Bude  | Son          | Adult | 1/3      |
| 5 | 210 NE 283 <sup>rd</sup> Avenue<br>Camas, WA 98607     |              |       |          |
| 6 | Gary L. Bude   | Son          | Adult | 1/3      |
| 7 | 4406 NE 48 <sup>th</sup> Street<br>Vancouver, WA 98662 |              |       |          |

8        4. Value of Estate. Petitioner is well acquainted with all of  
9 Decedent's financial affairs. The net value of Decedent's estate in the state of  
10 Washington is approximately \$40,000.00, with the major assets consisting of the  
11 following items:

12        a. Real Estate Contract. Vendor's interest in a Real Estate  
13 Contract dated March 13, 1996, between Milton A. Bude, Jr., a  
14 single man, as Seller, and Raymond G. Mitchell and Evelyn D.  
15 Mitchell, husband and wife, as Buyers, and recorded under  
16 Skamania County Auditor's File No. 124782, Book 155, Page 990,  
17 and legally described as:

18        A tract of land in the Northwest Quarter of the Southeast Quarter  
19 of Section 17, Township 3 North, Range 8 East of the Willamette  
20 Meridian, in the County of Skamania, State of Washington  
21 described as follows: Beginning at the center of said Section 17;  
22 thence South 89° 55' East 208 feet; thence South 208 feet; thence  
23 North 89° 55' West 208 feet, thence North 208 feet to the true  
point of beginning.

24        A true copy of the Real Estate Contract is attached hereto as

BUOP0101.P04.wpd

ORDER ADJUDICATING TESTACY  
AND ESTABLISHING HEIRSHIP - 2

Gene E. Cook, P.L.L.C.  
Attorney and Counselor at Law  
1214 Fourth St., Suite 215  
Bend, OR 97701  
360 944-0400

EXHIBIT

PAGE:

A  
299

1 Exhibit "A"; and

2 b. Bank Account. Interest in a collection account at First  
3 Independent Bank, Stevenson Branch, Account No. 2100094538,  
4 for the deposit of the proceeds and payments from the Real Estate  
5 Contract.

6 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
7 DECREED as follows:

8 1. Decedent died intestate without leaving a Last Will and Testament;

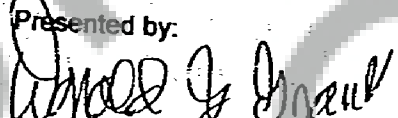
9 2. The heirs set forth herein shall receive his entire estate thereunder  
10 in the percentages stated; and

11 3. The petitioner, PHILIP S. BUDE, is authorized to execute all  
12 necessary documentation to transfer the estate to the intestate heirs, including,  
13 but not necessarily limited to, the execution of an Assignment of Vendor's  
14 Interest in Real Estate Contract and Quit Claim Deed for the real property set  
15 forth in paragraph 4(a).

16 DATED: Aug 3, 2001.

17  
18   
19 SUPERIOR COURT JUDGE

20 Presented by:

21   
22 DONALD G. GRANT, WSBA#15480  
23 Of Counsel for Petitioner

24 BUOP0101.P04.wpd  
ORDER ADJUDICATING TESTACY  
AND ESTABLISHING HEIRSHIP - 3

Case 01-0001, P.L.C.  
Adoption and Guardianship of Life  
1214 Franklin St., Suite 210  
Tacoma, WA 98402  
(253) 864-2400

EXHIBIT A  
PAGE 389



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FILED FOR RECORD  
SEALING AND HIGH  
BY SPASBARA CO. 11/23/96

Mar 13 11 23 AM '96

OLSON  
AUDITOR  
GARY M. OLSON

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Milton A. Bude  
Address 5725 N. BOSTON AVE  
City, State, Zip PORTLAND, OR 97217

SCA 19875

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.

124782

BOOK 155 PAGE 990

REAL ESTATE CONTRACT  
(RESIDENTIAL SHORT FORM)

1. PARTIES AND DATE. This Contract is entered into on March 13, 1996

between

MILTON A. BUDE, JR., an unmarried man as "Seller" and

RAYMOND C. MITCHELL and EVELYN D. MITCHELL, husband and wife 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 Shamania County, State of Washington:  
A tract of land in the Northwest Quarter of the Southeast Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Shamania, State of Washington described as follows:  
Beginning at the center of said Section 17; thence South 89° 55' East 30 feet; thence South 172 feet; thence South 89° 55' East 208 feet; thence South 208 feet; thence North 89° 55' West 208 feet; thence North 208 feet to the true point of beginning.

TOGETHER WITH Two Mobile Home VIN's 10509147 & 09329

Pay to order  
Interest ☒  
Taxes ☒  
Fees ☒  
Title ☒

REAL ESTATE EXCISE TAX  
(7.5%)

MAR 13 1996

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

4. (a) PRICE. Buyer agrees to pay:  
Total Price \$46,000.00  
Less (3,000.00) Down Payment PAID 169  
Results in \$43,000.00 Assumed Obligation(s) None  
Amount Financed by None COUNTY TREASURER

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain None dated None recorded as None Seller warrants the unpaid balance of said obligation is None on or before None day of None which is payable None interest at the rate of None % per annum on the declining balance thereof, and a late amount on or before the None day of each and every None 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 None

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT

EXCH. 195  
PAGE 499

## (c) PAYMENT OF AMOUNT FINANCED BY SELLER BOOK 155 PAGE 97

Buyer agrees to pay the sum of \$ Fifty Four Thousand and 00/100 as follows:  
 \$ 22,720 or more at buyer's option on or before the 11th day of March April  
 19 98 including interest from 1-11-16 at the rate of 9 % per annum on the  
 declining balance thereof, and a like amount or more on or before the day of each and every  
 month thereafter until paid in full. Every year on March 30 there shall be an  
 additional payment of \$1,000.00 due which shall be credited to  
 Note: Fill in the date in the following two lines only if there is an early cash out date. Fill in: 1st  
 NOTWITHSTANDING THE ABOVE THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN  
 FULL NOT LATER THAN March 31 2011 There are no prepayment penalties.

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. 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 \_\_\_\_\_ dated \_\_\_\_\_ recorded as AF # \_\_\_\_\_

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 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 holder 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 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 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 \_\_\_\_\_ 19 \_\_\_\_\_, whichever is later, subject to any tenancies described in Paragraph 7.

EXHIBIT A  
PAGE 589

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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 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 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 pass to Seller.

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 forthwith 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 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. **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 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. **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 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. 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 therefor; (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 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 attorney's 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.

EXHIBIT A

PAGE 679

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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 \_\_\_\_\_

\_\_\_\_\_ and to Seller at \_\_\_\_\_

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 foreclosure or foreclosure or trustee'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 condormor 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

BOOK 215 PAGE 27  
799  
A  
4/8/85



BOOK 215 PAGE 28

BOOK 5 PAGE 194

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 equal 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 supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

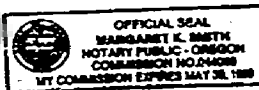
IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER

BUYER

Milton A. Buda Jr.  
Milton A. Buda Jr.

Evelyn D. Mitchell  
Evelyn D. Mitchell



STATE OF WASHINGTON )

STATE OF WASHINGTON )

COUNTY OF Skamania )

COUNTY OF Multnomah )

On this day personally appeared before me

On this 12th day of February, 1986

Raymond G. & Evelyn D. Mitchell  
to me known to be the individual described in  
and who executed the within and foregoing  
instrument, and acknowledged that  
they

before me, the undersigned, a Notary Public in and for the State of  
Washington, Commissioned and sworn, personally  
appeared Milton A. Buda Jr.

signed the same as their  
free and voluntary act and deed, for the uses  
and purposes therein mentioned.

and President and Secretary  
respectively of the

GIVEN under my hand and official seal  
this

the corporation executed the foregoing instrument, and  
acknowledged the said instrument to be the free and voluntary act  
and deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that \_\_\_\_\_ authorized to execute  
the said instrument.

5 day of February, 1986  
Margaret K. Smith  
Notary Public in and for the State of  
Washington, residing at Stevenson

Witness my hand and official seal hereto affixed the day and year  
first above written.

My Commission expires September 13, 1989

Margaret K. Smith  
Notary Public in and for the State of Washington, residing at  
1100 N. 1st St., Ste. 200, Portland, OR 97228

My Commission expires on 5-31-89

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5/85

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*First American Title Insurance Company*

A subsidiary of The First American Financial Corporation



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