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BOOK 215 PAGE 18

RECORDED IN 2001
SKAMANIA COUNTY
BY Grant & Elocok PLLC

Sep 26 11 17 AM '01

P. Grawny

NOTARY

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

Additional Grantors on page

Proprietor
 Recorder
 Auditor
 Notary
 Deed
 Deed

REAL ESTATE EXCISE TAX

N/A

GRANTEE(S)

PHILIP S. BUDE,

SEP 26 2001

GARY L. BUDE

PAID ALL TAXES #17-749 DTD 3.13.96

TERRY L. BUDE

11/26/01, 11/26/01

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 # 3-8-17-4-500

BR

BOOK 216 PAGE 20

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

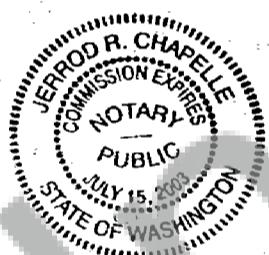
DATED: 7/17/01, 2001.

Philip S. Bude
PHILIP S. BUDE

STATE OF WASHINGTON)
) ss.
County of Clark)

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.



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

VENDOR'S ASSIGNMENT OF CONTRACT AND DEED - 2

BOOK 215 PAGE 21

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8 SKAMANIA COUNTY
9 FILED
10 AUG - 8 2001
11 LOREN E. HOLLIS, CLERK
12 DEPUTY

13 THE SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

14 In the Matter of the Estate of:) 01-4-30013-5
15 MILTON A. BUDE, JR.,) NO. 01-4-30013-5
16 Deceased.) ORDER ADJUDICATING TESTACY
17) AND ESTABLISHING HEIRSHIP
18)) RCW 11.28.330, 22.28.340

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

- 22 1. Jurisdiction. Milton A. Bude (herein "Decedent"), a resident of
23 Portland, Multnomah County, Oregon, died on June 13, 2001, leaving real and
24 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:

RECODER'S NOTE:
NOT AN ORIGINAL DOCUMENT.

BUOP0101.P04.wpd
ORDER ADJUDICATING TESTACY
AND ESTABLISHING HEIRSHIP - 1

Green & Block, P.L.C.
Attorneys and Counselors at Law
124 Fourth St., Suite 210
Tukwila, WA 98104
(206) 564-8442

SEARCHED
PAGE

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

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
 24 point of beginning.

22 A true copy of the Real Estate Contract is attached hereto as
 23

24 BUOP0101.P04.wpd
 ORDER ADJUDICATING TESTACY
 AND ESTABLISHING HEIRSHIP - 2

Grant E. Beck, P.L.C.
 Attorney and Counselor at Law
 124 Fourth St., Suite 225
 Vancouver, WA 98601
 (360) 444-4800

EX-1047
 PAGE 2

A
 299

0000070

BOOK 215 PAGE 24

FILED FOR RECORD
SEARCHED INDEXED
BY SEABANIA CO. THIS SPACE PROVIDED FOR RECORDERS USE

Feb 13 11 28 AM '96
Olson
AUDITOR
CARY H. OLSON

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Hilten A. Bude
Address 5125 N. BOSTON AVE
City, State, Zip PORTLAND, OR 97217

SCOR 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. BUDDE, JR., an unmarried man as "Seller" and

RAYMOND C. WITCHERII and EVELYN D. WITCHERII, 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 Skamania 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 Skamania, 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 & 0W329

SEARCHED
INDEXED
FILED
MAILED

MAR 13 1996
CARY H. OLSON

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

REAL ESTATE EXCISE TAX
175.49

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

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

\$60,000.00 Total Price \$462 PAID 4/8/96

Less (\$ 6,000.00) Down Payment PAID 4/8/96

Less (\$ 0.00) Assumed Obligation(s) None PAID 4/8/96

Results in \$54,000.00 Amount Financed by SEABANIA COUNTY TREASURER

ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain n/a n/a n/a recorded as AFO n/a Seller warrants the unpaid balance of said obligation is n/a n/a which is payable n/a on or before the n/a day of n/a 19 n/a interest at the rate of n/a % per annum on the declining balance thereof and a late amount on or before the n/a day of n/a 19 n/a 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 19

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM

EDITION A
PAGE 499

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

(c) PAYMENT OF AMOUNT FINANCED BY SELLER BOOK 165 PAGE 971
Buyer agrees to pay the sum of \$ 515.40 Thousand and 00/00 as follows:
\$ 515.40 or more at buyer's option on or before the 11th day of March April
19.96, including interest from 1-11-96 at the rate of 9% per annum on the
declining balance thereof, and a like amount or more on or before the 1st 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 which will be applied to the principal.
Note: Full in the due in the following 100 and only if there is an early payoff of the principal.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN
FULL NOT LATER THAN March 19, 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 its 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. (e) 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 Platinum, Best of Town, Company dated 12/15/00 is recorded as AF 8

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 payment 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
payment within 15 days, Buyer will make the payment 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 amount 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 payment 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(s) 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 whenever is later, subject to any tenancies described in
Paragraph 2.

EXHIBIT A
PAGE 579

2/25

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 due prior 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 classification 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 by 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 amount 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 a lien 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, R.C.W., 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 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 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 Possession.** 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

PAGE

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BOOK 1, PAGE 993

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 hereina.

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 file searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any foreclosure 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

or such other addressees 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 assignments, 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

Primary interests

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

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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 coconspirator agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

561/3

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31. OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Buyer elects to make payment 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

SEARCHED _____
INDEXED _____
SERIALIZED _____
FILED _____
PAGE 799
X
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BOOK 5 PAGE 994

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

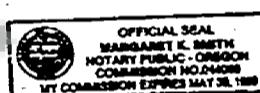
33. **ADDENDA.** Any addenda attached hereto are a part of this Contract.34. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

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

SELLER

BUYER

Evelyn D. Mitchell



STATE OF WASHINGTON

COUNTY OF Skamania

On this day personally appeared before me

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

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

GIVEN under my hand and official seal
this
6 day of February, 19 86
Exhibit A
Notary Public in and for the State of
Washington, residing at Stevenson

My Commission expires September 13,

STATE OF WASHINGTON OR OREGON

COUNTY OF MultnomahOn this 11th day of February, 19 86
before me, the undersigned, a Notary Public in and for the State ofWashington, Commissioned and sworn, personally
apparently to be Milton A. Bude, Jr.
and Raymond G. & Evelyn D. Mitchell,
to whom I am President and Secretary,

respectively, of the corporation who 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.

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

Notary Seal
1986
Notary Public in and for the State of Washington, residing at
11055 1st Ave, Ste 300, Portland, OR 97204

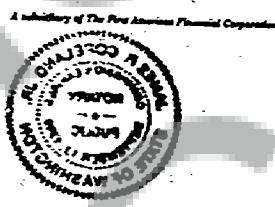
My Commission expires on September 13, 1986EXHIBIT A
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EXHIBIT 505

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First American Title Insurance Company



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