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ROOK 226 PAGE 637

FILED FOR RECORD SKAMARIA GO, WASH BY PKAMARIA CO, TILL

Jul 13 1, 24 PH '02 Cauny AUCHAEL CARVISON

AFTER RECORDING MAIL TO	<u>Q</u> :
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Name David & Gretchen L'Hommedieu

Address PO Box 130

City/State Stevenson, WA. 98648

RHONDA SENSENIG A SINGLE PERSON

S.C.T.C. 24848

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.

### First American Title Insurance Company

### **REAL ESTATE CONTRACT**

(Residential Short Form)

1. PARTIES AND DATE. This Contract is entered into on July	18,	2002	į

(this space for title company use only)

DAVID C. L'HOMMEDIEU & GRETCHEN L'HOMMEDIEU, HUSBAND 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:

REAL ESTATE EXCISE TAX SEE ATTACHED LEGAL DESCRIPTION ON PAGE 7

ABBREVIATED LEGAL: SE I SW I SEC 26 T2N R6E

SKAMANIA COUNTY TREASURER

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.

Assessor's Property Tax Parcel/Account Number(s): 02-06-26-3-0-1000-00

2-4-26-3-1000

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4. (a) PRICE	E. Buyer agrees to pay.			
	\$ 205,000.00	Total Pric	ne ·	
Less		) Down Pay		•
Less		) Assumed		·
Results in	s 170,000.00	Amount F	Top out by C. II	
(b) ASSU	MED OBLIGATIONS. Bu	Ver agrees to pay the above A	manced by Selfer sumed Obligation(s) by assuming	
	date	d -	sumed Obligation(s) by assuming	and agreeing to pay that certain
Marants the	Dert of Irus, Contract  Unpaid balance of said obti	sation is \$	recorded as AF#	Seller
on or before	the day of	Earton 12 3	which is payable \$	
	9 Der annum on the desti-		, 19, (including	interest at the rate of
		The same diction, and a fixe a	(including) impount on or before the	day of each and every
	(month)ear) thereaf			W
NOTWERIOTAN	the date in the following to	wo lines only if there is an early	reash out date.	, <i>y</i>
NOTWINSTAND	DING THE ABOVE, THE I	INTIRE BALANCE OF PRINC	CIPAL AND INTEREST IS DUE	IN FULL NOT LATER THAN
	, 19	ANY ADDITIONAL AS	SSUMED OBLIGATIONS ARE I	NCLUDED IN ADDI-NOUM
(c) PAYME	THE AMOUNT FINAN	CED BY SELLER.		
Buyer agrees	to pay the sum of $$170$ ,	000.00 (One hundr	ed seventy thousand	i dollars)
V	or more at buyer's	option on or before the 18)	th day of TANHADA	
like amount or m	ore on or before the 1.	8th day of	5 MONTHUR	clining balance thereof; and a
Note: Fill in the	date in the following two li	ines only if there is an early cas	9 % per annum on the des	reafter until paid in full.
	•	ALTER TO WILL CALLA CAL	On Out date	
July 18.	.ж20	OTRE BALANCE OF PRINCI	PAL AND INTEREST IS DUE IN	N FULL NOT LATER THAN
PO Box 13	30. Stoven	men to principal. Payments sh.	all be made at <u>David L'</u>	Hommedieu
	zo, stevenson, i	IA 98648 or suc	th other place as the Seller may	hereafter indicate in writing.
A LUITORE IN WA	IKE PAYMENTS ON Acci	IMED OUT TO A STORE		
ogether with any late	charge, additional internet	monatrice	ma) whilin illieth (1 5) days, Sell	er will make the payment(s).
nay be shortened to a	avoid the exercise of any ea	amada ta a a a a	y the Holder of the assumed oblig	gation(s). The 15-day period
y Seller reimburse Se	eller for the amount of such	Dayment elius a Land	and obligation. Buyer shall immal to five percent (5%) of the amount	rediately after such payment
ttorneys' fees incurre	ed by Seller in connection	with making such payment.	n to tive percent (5%) of the amor	unt so paid plus all costs and
(a) OBLIGATIO	ONS TO BE PAID BY SEL	LER. The Seller agrees to cont	tinue to pay from payments receive	
	igation must be paid in full	when Buyer pays the purchase	price in full:	ved hereunder the following
(Marigage,	Deed of Trace, Contract) dated		. recorded as AF#	
ANY ADDITION	NAL OBLIGATIONS TO E	E PAID BY SELLED ADDITION		
creafter make navme	brances being paid by Seile	r, Buyer will be deemed to have	on the purchase price herein become assumed said encumbrances as	omes equal to the balances
Buyer a fulfillment	deed in accordance with the	said encumbrances and make no e provisions of Paragraph 8.	se assumed said encumbrances as o further payments to Seller. Sell	er shall at that time deliver
	•	- v. v. a magiapi 8.		
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			·	page 2 of 6

(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payment on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 13 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 ENCUMBRAY, TES 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.
- 12. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a tien 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 row 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 hercunder in such order as the Seller shall detennine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

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- 14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If 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 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 fate 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 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 2O 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.

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and to Seller sold other addresses as either patty may specify in writing to the other party. Notices shall be deemed given when served or mailed. No Seller shall also be sent to any institution receiving payments on the Contract.  6. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.  7. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment the provisions of this Contract shall be binding on disc, successors and assigns of the Seller and the Buyer.  8. OPTIONAL PROVISION - SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any shall property specified in Paragraph 3 herein other personal property specified in Paragraph 3 herein other for more commercial (Code reflex ting such security interest.  8. OPTIONAL PROVISION - SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY.  8. BUYER  1. INHIALS:  8. BUYER  1. OPTIONAL PROVISION - ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the proper though the prior written consent of Seller, (a) econcy, (el) sells, (c) leaves, (d) assign contracts to comey, (el), leave or assign, (d) grants an argue on to be but the prior written consent of Seller, (a) econcy, (el) sells, (e) leaves, (d) assign of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either rate for the interest are on the batton of the purchase price of desirate the entire values of the buyer interest in the property or this Contract, Seller may at any time thereafter either rate the interest are on the batton of the purchase price of desirate the entire values of the buyer interest in the property or this Contract, Seller may at any time thereafter either rate the interest rate on the batton of the purchase price of desirate th		· ·
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2. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment the provisions of this Contract shall be binding on the growing of the Seller and the Buyer.  3. OPTIONAL PROVISION - SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any mal property specified in Paragraph 3 herein other personal property of the nature which Buyer owns free and clear of any excumivant uper hereby grains Seller a security interest in all personal property specified in Paragraph. 3 and future such distutions for such property rees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.  SELLER INHALS: BUYER  OPTIONAL PROVISION - ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property of the prior written consent of Seller, which consent will not be unreasonably withheld.  SELLER INHALS: BUYER  OPTIONAL PROVISION - DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys the sells, (c) leaves, (d) assign contracts to convey, sell, leave or a seller, (i) grants an option to buy the property. (p) permits a forfeiture or ferce former or trustee or short 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 balan corporation, any transfer or successive transfers in the nature of items(a) through (p) above of 497 or more of the outstanding capital stote of the property of the contract of the stansfer of the contract of a spouse or the stansfer of a spouse or the stansfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take the above action. A leave of less than 3 years (including options for renewally), a transfer of a spouse or the stansfer or color than a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action of the property of the distanting of the property of the renewally. By the property of the color and th	Setler shall also be sent to any institution	receiving payments on the Contract.
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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.

SELLER	INITIALS:	· BUYER
32. OPTIONAL PROVISION PERIODIC PAY	MENTS ON TAYES AND INSU	PANCE In addition to the posinition
purchase price, Buyer agrees to pay Seller such portio	on of the real estate taxes and assi	essments and fire insurance premium as will appre
mately total the amount due during the current year be	ased on Seller's reasonable estima	ate.
The payments during the current year shall be \$		per
Such "reserve" payments from Buyer shall not accrue	interest. Seller shall pay when du	e all reaf estate taxes and insurance premiums, if
and debit the amounts so paid to the reserve account, or deficit balances and changed costs. Buyer agrees to	Buyer and Seller shall adjust the o bring the reserve account balance	reserve account in April of each year to reflect ex-
		to a minimum of pro at the time of adjustment.
SELLER	INITIALS:	BUYER
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33. ADDENDA. Any addenda attached hereto are a	part of this Contract.	
34. ENTIRE AGREEMENT. This Contract constitu	ites the entire agreement of the pa	arties and supercedes all prior agreements and up
standings, written or oral. This Contract may be amer	nded 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	$\lambda = A \cdot C$	BUYER
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#### EXHIBIT 'A'

A tract of land situated within the Southeast Quarter of the Southwest Quarter, Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington and described as:

That portion of Tract No. 1 of BEACON HIGHLANDS which lies Westerly of the Easterly right of way line of EASEMENT C; Plus that portion of the West 155.43 feet of the South 661.07 feet of said Section 26 as measured perpendicular to the West line thereof which lies South of and adjacent to the centerline of EASEMENT A; ALSO PLUS that portion of the South 661.07 feet of said Section 26 as measured along the West line thereof which lies Northwesterly of the Southeasterly right of way line of EASEMENT A and adjacent to the East of the hereinabove described West 155.43 feet; ALL as shown on the map thereof recorded in Book 1, Page 257 of Surveys.

Gary H. Martin, Skamania County Assessor Date 7-18-02 Parcel N 2-6-26-3-/200

STATE OF Moth Cambridge County of While SS.	ACKNOWLEDGMENT - Individua
On this day personally appeared before	eme Ronda Sensenig
	to me know
. 2	executed the within and foregoing instrument, and acknowledged that
	free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal	1this 17 day of July 2002
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HOTARL	Collen & Macclere  Notary Public in and for the State of no residing at 1112 Credmon led Kattige No.
77 to	residing at 1600 Creedynowld of and it
COUNTY	/2 x x x =
A PROPERTY OF THE PARTY OF THE	My appointment expires 7-22-03
STATE OF WASHINGTON A	
TATE OF WASHINGTON, ss.	ACKNOWLEDGMENT - Corporate
County of	
On this day of	. 19, before me, the undersigned, a Notary Public in and for the State of
Vashington, duly commissioned and swor	
	and to me known to be the
	Secretary, respectively, of
the corporation that executed the fore	egoing instrument, and acknowledged the said instrument to be the free and voluntary
the corporation that executed the fore	egoing instrument, and acknowledged the said instrument to be the free and voluntary and purposes therein mentioned, and on oath stated that
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the corporation that executed the fore ct and deed of said corporation, for the uses a uthorized to execute the said instrument and	regoing instrument, and acknowledged the said instrument to be the free and voluntary and purposes therein mentioned, and on oath stated that

On this day personally appeared before me	County of Sharpan &	ACKNOWLEDGMENT - Individual
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that 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 day of the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.  Notary Public  State of Washington  JAMES R COPELAND, JR MY COMMISION EXPIRES September 13,2003  STATE OF WASHINGTON,  On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, daily commissioned and swerm, personally appeared and to me known to be the President and Secretary, respectively, of the cooperation that 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 perposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.  Witness my hand and official seal hereto affixed the day and year first above written.  Notary Public in and for the State of Washington, residing at My suppointment expires		Parist C. 11 Harrall.
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State of Washington JAMES R COPELAND, JR MY COMMISION EXPIRES September 13,2003  My appointment expires  STATE OF WASHINGTON,  County of  On this day of before me, the undersigned, a Notary Public in and for the State of Washington, daty commissioned and sworn, personally appeared to me known to be the  President and Secretary, respectively, of the corporation that 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 perposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.  Witness my hand and official seal hereto affixed the day and year first above written:  Notary Public in and for the State of Washington, residing at  My appointment expires		
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