

Return Address:

Dwight Shannon
PO Box 1036
Washougal, WA 98671

REAL ESTATE EXCISE TAX

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FEB - 5 2004

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Vicki Clelland, Deputy 2034.11
SKAMANIA COUNTY TREASURER

Doc # 2004151903
Page 1 of 5
Date: 02/05/2004 11:01A
Filed by: GENERAL PUBLIC
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$23.00

REAL ESTATE CONTRACT

Grantors: Matt Califf and Elaine J. Califf
Grantees: Dwight K. Shannon and Tina Shannon
Legal description (abbrev.) Lot 2, Jack Sprinkel Short Plat
Tax Assessors ID No.: 02053400081100; 90010850

BE IT KNOWN, this LAND CONTRACT is entered into and made between the undersigned: DWIGHT K. SHANNON and TINA SHANNON, ("Buyers"), whose address is 251 Sprinkle Road, Washougal, Washington 98671, and MATT CALIFF and ELAINE J. CALIFF, ("Sellers"), whose address is 722 Silver Star Lane, Washougal, Washington 98671, on this date May 3, 1998.

NOW, THEREFORE, the Parties hereto, intending to be legally bound in consideration of the mutual Covenants and agreements set forth herein, hereby agree as follows:

Sellers hereby sell and agree to convey unto the Buyers all of Sellers' Right, Title, and interest in that certain piece or parcel of land ("the premises") known as and/or situated at: 251 Sprinkle Road, in the City of Washougal, County of Skamania, State of Washington, more particularly described as follows:

Gary H. Martin, Skamania County Assessor

Date 2/5/04 Parcel # 2-S-34-811
G.S.

County of Skamania, State of Washington

A tract of land in the Southeast Quarter of the Southwest Quarter of Section 34, Township 2 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the W. Jack Sprinkel Short Plat recorded in Book 2 of Short Plats, Page 83, Skamania County Records.

Together with a 1998 Goldw mobile home, VIN# GWOR23N19741.

Hereinafter, Premises, together with all improvements and appurtenances, if any, and now on the Premises, and further subject to the following conditions:

Buyers hereby purchase said Premises from Sellers and agree to pay Sellers the said Principal Sum of \$97,000.00 in the manner as follows:

\$15,493.00 on delivery of this Contract, the receipt whereof is hereby confessed and acknowledged by said Sellers.

The unpaid balance of \$81,507.00, the sum which is secured by this Contract, together with interest on the unpaid balance to be computed from the date hereof at the rate of zero percent (0%) per annum. Buyers do covenant to pay Sellers at 722 Silver Star Lane, Washougal,

Washington 98671, or such other place as Sellers may designate in writing, \$500.00/ month dollars (\$ N/A).

The first payment should be due and payable on November 30th, 2003 and thereafter on the same day of each subsequent month until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced hereby, shall be due and payable within 16 years from the date hereof. Payments received from Buyers by Sellers are to first be applied by Sellers to the interest and then the principal owing, if any, on the Premises.

Buyers shall have the right to accelerate the payment of the indebtedness, and to pay the whole, or any part of the balance remaining on this Contract, at any time before the same, by the terms hereof, become due and payable.

The date and payment, if sent by mail, shall be determined by the postmark on the envelope, or the date of the paying instrument, whichever is later; or the date of the actual delivery if hand delivered.

All written notices permitted or required by this Contract to be given to the parties hereto shall be at their respective mailing locations listed herein above. Either party may change such location by giving written notice to the other Party specifying the new location. All notices shall identify this Contract by, DATE, PARTIES, and DESCRIPTION. Furthermore, said notices shall be by First Class mail of the United States Postal Service with the exception of one or two day guaranteed delivery if sent by established nationwide delivery service.

In addition, if any instrument offered by Buyers to Sellers for any amount due under this Contract is returned for lack of sufficient funds, a "stop payment" or any other reason, Buyers shall be liable and to pay Sellers a returned check charge of \$0.00.

All buildings, trees or other improvements now on said Premises, or hereafter made or placed on thereon, shall be considered a part of the Premises, and shall be security for the performance of this Contract, and may not be removed from Premises, except as may be necessary to improve Premises by constructing a driveway or building site. Buyers shall not commit, or suffer any other person to commit, any waste damage to Premises and shall keep Premises in its new/or improved condition.

Buyers Accept Premises as-is, and agree that no verbal promises have been made which do not appear in writing. Buyers assume full responsibility as to suitability of Premises for any particular purpose.

While this Contract is in effect, Buyers shall promptly pay, when due, all taxes and assessments of every nature, which shall become a lien on Premises after the date hereof, however, the current year's taxes, if any, shall be prorated and shall be treated as though paid in arrears. Sellers reserve the right to pay any taxes or assessments, and shall bill Buyers for full reimbursement, and if such become delinquent thirty days past notification to Buyers, then the amount expended shall become a lien on the Premises, and Sellers may add said amount to the principal balance remaining on this Contract, said amount to be due at once, and to bear interest at zero percent (0%) per annum.

Initials: Buyers: JKS (JS) Sellers: MC EJC

While this Contract is in effect, Buyers shall keep insured against loss by fire and windstorm, any buildings on Premises in the name of Sellers, for such amount as Sellers may require on this Contract. All policies against loss by fire and windstorm shall be deposited with Sellers with loss, if any, payable to Sellers. Should Buyers fail to keep said buildings insured, Sellers may pay the same and have the buildings insured and the amount thus expended shall be treated in the same manner as with unpaid taxes, with Sellers to bill Buyers for the full reimbursement and if such become delinquent thirty days past notification to Buyers, then the amount expended

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shall become a lien on the Premises, and the Seller may add said amounts to the principal balance remaining on this Contract, said amount to be due at once, and to bear interest at zero percent (0%) per annum.

Initials: Buyers: DKS (SS) Sellers: MC EJC

If Buyers shall have failed to perform any of the Covenants or Conditions contained in this Contract for a period of ten (10) days after the date on which such performance is hereby required (default), all money paid pursuant to this Contract by Buyers as aforesaid shall be retained by or for the account of the Sellers as consideration for the execution of this Contract. Sellers may give Buyers written notice specifying the default which has occurred and inform Buyer in such notice that if such default continues for a period of fifteen (15) days after service of notice that Sellers will immediately thereafter declare this Contract void and forfeited. All improvements, buildings and all payments made on this Contract shall be forfeited to Sellers as rental for the use of the Premises and as stipulated damages for failure to perform.

Initials: Buyers: DKS (SS) Sellers: MC EJC

Sellers, on default being made, may declare the whole sum remaining unpaid under this Contract immediately due and payable, notwithstanding that the date previously specified in this Contract for full payment of the whole sum may not then have expired. In addition, Sellers, on default being made, shall be entitled to immediate peaceable possession of premises without notice and any consider Buyers as a tenant holding over without permission and remove Buyers from said premises according to the law provided in such case.

Initials: Buyers: DKS (SS) Sellers: MC EJC

Failure of Sellers to exercise his/her rights under this Contract shall not be deemed as a waiver by Sellers to exercise said rights at any time. Sellers may enforce his/her right under this Contract of the State of Washington, or may enforce this Contract in any other matter now or hereafter provided.

If the Sellers fail to perform any of the Covenants or Conditions contained in this Contract, the aforesaid money paid by the Buyers, at the option of the Buyers, shall be returned to the Buyers in demand; or the Buyers shall have only the right of the specified performance.

Initials: Buyers: DKS (SS) Sellers: MC EJC

If the Buyers shall, in the time and manner above specified, make all the payments as herein provided, and shall observe and perform all conditions and agreements herein made, Sellers shall thereupon, by good and sufficient warranty deed, convey the premises to Buyers on the conditions herein agreed, provided, however, that the Deed shall be limited so as to except acts or negligence of parties other than the Sellers subsequent to the date of this Contract. Except for the cost resulting from acts, negligence, or death of Sellers, all cost of additional evidence of title shall be the obligations of Buyers.

Initials: Buyers: DKS (SS) Sellers: MC EJC

Possession of premises may be taken by Buyers on date of closing and retained for so long as no default is made by Buyers in any Terms or Conditions hereof. Purchase and sale are further subject to the terms and conditions of the Offer to Purchase, if any, by and between the Parties hereto. The parties agree that the closing shall be on or before 1 day of signing this agreement.

Buyers may assign and convey his/her (Buyers') Interest in this Contract or any party thereof provided, however, that such assignment or conveyance shall not result in the probability of waste or other impairment of Sellers' security in the Premises or the probability of default on

the half of the Buyers as a result of any such assignment or conveyance. Under no circumstances shall any assignment or conveyance release Buyers from his/her (Buyers') obligations under this Contract unless Seller releases Buyers in writing. No assignment, however, shall be valid until written notice thereof has been given to Sellers.

Sellers reserves the right to convey his/her (Sellers') Interest in the Premises, and this Contract. Seller may, during the lifetime of this Contract, place, continue and renew a mortgage on the Premises, which shall be a lien on the Premises, superior to the rights of Buyers, provided that on the date that any new or renewed mortgage commences the principal amount of said mortgage is not greater than the principal amount due on this Contract at any time under no circumstances shall said mortgage have a term beyond or schedule date of satisfaction on a date later than this Contract is scheduled to be satisfied. Priority of lien for same shall be secured by giving written notice to Buyers within fifteen (15) days of the execution all such new mortgages and renewals containing the name and address of the lien holder, the rate of Interest of such mortgage, the amount and due date of payments and maturity of principal.

Initials: Buyers: DKS (S) Sellers: MC EJC

Buyers and Sellers expressly understand and agree that the time of the essence of this Contract. Buyers and Sellers further agree that all stipulation, provisions and agreements contained in this Contract must be executed within 10 days from date hereof.

Each and every provision in this Contract shall inure to the benefit of and shall be binding upon the heirs, assigns, personal representatives, executors and administrators of each party, and all successors in the Interest of the parties. No person shall have a right or cause of action arising or resulting from this agreement except those who are parties to it and their successors in Interest.

In the event any stipulation, provision or agreement contained in this Contract is deemed to be void, invalid, or unenforceable that stipulation, provision or agreement shall be severed from the remainder of this Contract so as not to cause the invalidity or unenforceability of the remainder of this Contract. All remaining stipulations, provisions and agreements of this Contract shall then continue in full force and effect. If any stipulation, provision or agreement shall be deemed valid to the extent of the scope and breadth permitted by law.

Wright K. Lannon
BUYER

J. Shen
BUYER

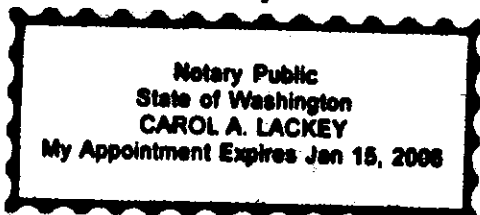
Maloff
SELLER

E. Caff
SELLER

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 4th day of February, 2004, personally appeared before me MATT CALIFF AND ELAINE J. CALIFF, husband and wife, to me known to be the individuals described herein 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 4th day of February, 2004..

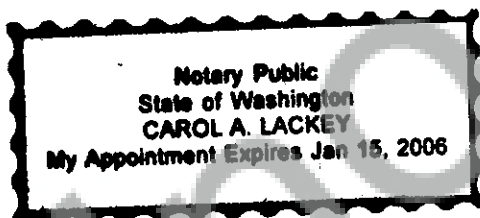


Carol A. Lackey
Notary Public in and for the State of
Washington, Residing at Wishougal.
My appointment expires: 01-15-06.

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 4th day of February, 2004, personally appeared before me DWIGHT K. SHANNON AND TINA SHANNON, husband and wife, to me known to be the individuals described herein 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.

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