Fee: \$28.00

Doc # 2004153247
Page 1 of 10
Date: 06/04/2004 10:32A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records

of SKAHANIA COUNTY J. MICHAEL GARVISON AUDITOR

AFTER RECORDING MAIL TO:

NameHenry_T. Lisignoli	<u> </u>
Address PO Box 162	
City/State Beaver, OR 97108	
ANY OPTIONAL PROVISION NOT INITIALED BY ALL	PERSONS () S AMERICA TO THE PERSONS
SIGNING THIS CONTRACT WHETHER INDIVIDUAL AN OFFICER OR AGENT IS NOT A PART OF THIS CO	Insurance Company
REAL ESTATE CONTRACT	
(Residential Short Form) 1. PARTIES AND DATE. This Contract is entered into onJune_4,	2004
between	(this space for title company use only)
HENRY T. LISIGNOLI	as "Seller" and
DOUG MCKENZIE & MARLEA MCKENZIE, HUSBAND	AND WIFE & DAVID M. MCKENZIE &
KATHY L. MCKENZIE, HUSBAND AND WIFE	as "Buyer."
2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer an	d Buyer agrees to purchase from Seller the following described real
estate in Skamania County, State of Was	chington: REAL ESTATE EXCISE TAX
S36, T3N, R7E FULL LEGAL IS ON PAGE 7	J3948 JUN 0 4 2004
FOLD ELEGAL 13 ON TAGA,	PAID 11529-2259-1.377.99 SKAMANIA COUNTY TREASURER
3. PERSONAL PROPERTY. Personal property, if any, included in the sa	le is as follows:
No part of the purchase price is attributed to personal property.	G.S. 6/4/04
Assessor's Property Tax Parcel/Account Number(s): 03-	07-36-3-4-5800-00

4. (a) PRIC	CE. Buyer agrees to pay:		
	\$90,000.00	Total Price	
Less	(\$) Down Payment	
Less	(\$) Assumed Obligation(s)	
Results in	\$ 90,000.00	Amount Financed by Seller	
(b) ASSU	JMED OBLIGATIONS. Buyer agr	rees to pay the above Assumed Obligation(s) by assuming and a	greeing to pay that certain
	dated	recorded as AF#	Seller
(Mortga warrants th	ige, Deed of Trust, Contract) ne unpaid balance of said obligation	is \$ which is payable \$	
			and the second
		lance thereof; and a like amount on or before the	day of each and every
	thereafter unt	1 2 9 2	7 1
	(month/year)		
		nes only if there is an early cash out date.	HILL MOTEL ATED THAN
		RE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN F	
·		. ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCL	JUDED IN ADDENDUM.
	MENT OF AMOUNT FINANCED		
Buyer agre	es to pay the sum of \$NINE	TY THOUSAND DOLLARS AND 00/00	as follows:
\$ <u>600.</u>	or more at buyer's option	on on or before the1st day ofSEPTEMBER	, \$9 <u>5_2004</u> ,
<u>incl</u>	uding interest from 6-4-	od4 at the rate of6 % per annum on the declini	ng balance thereof; and a
like amount o	or more on or before the <u>lst</u>	day of each and every Month thereat	ter until paid in full.
		only if there is an early cash out date.	
NOTWITHSTA	NDING THE ABOVE, THE ENTIF	RE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN F	ULL NOT LATER THAN
	: 1, 2009 , x 9x		, -
		n to principal. Payments shall be made atPOBox	⊩ 162, Beaver, OR
97108		or such other place as the Seller may her	
- Tille			
		IED OBLIGATIONS. If Buyer fails to make any payments on ass	
		makes the delinquent payment(s) within fifteen (I 5) days, Seller enalties, and costs assessed by the Holder of the assumed obligat	
		edy by the holder of the assumed obligation. Buyer shall immed	
		syment plus a late charge equal to five percent (5%) of the amoun	
attorneys' fees in	ncurred by Seller in connection with	h making such payment.	
6. (a) OBLIG	ATIONS TO BE PAID BY SELLE	ER. The Seller agrees to continue to pay from payments receive	d hereunder the following
_		hen Buyer pays the purchase price in full:	
That certain	dateddorigage, Deed of Trust, Contract)	, recorded as AF#	•
ANY ADD	DITIONAL OBLIGATIONS TO BE	PAID BY SELLER ARE INCLUDED IN ADDENDUM.	
		If the balance owed the Seller on the purchase price herein beco	
owed on prior e	ncumbrances 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 holders 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 payment on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, 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.
- 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.

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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 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 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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reasonable attorneys' fees and costs, including cost	s of service of notices and title search and in any forfeiture proceedings aris	t, the party responsible for the breach agrees to pay sees, incurred by the other party. The prevailing party sing out of this Contract shall be entitled to receive
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 it to Seller shall also be sent to any institution received		shall be deemed given when served or mailed. Notice
26. TIME FOR PERFORMANCE. Time is of the	essence in performance of any oblig	ations pursuant to this Contract.
27. SUCCESSORS AND ASSIGNS. Subject to a heirs, successors and assigns of the Seller and the I		e provisions of this Contract shall be binding on the
sonal property specified in Paragraph 3 herein othe	er personal property of like nature wh personal property specified in Parag	AL PROPERTY. Buyer may substitute for any per- ich Buyer owns free and clear of any encumbrances. raph 3 and future substitutions for such property and such security interest.
SELLER	INITIALS:	BUYER
 OPTIONAL PROVISION ALTERATION without the prior written consent of Seller, which consents 		antial alteration to the improvements on the property held.
SELLER	INITIALS:	BUYER
(e) contracts to convey, sell, lease or assign, (f) gran sale of any of the Buyer's interest in the property of the purchase price or declare the entire balance of is a corporation, any transfer or successive transfers shall enable Seller to take the above action. A lead Buyer, a transfer incident to a marriage dissolution	its an option to buy the property, (g) pur this Contract, Seller may at any time of the purchase price due and payable in the nature of items (a) through (g) ase of less than 3 years (including option or condemnation, and a transfer by other than a condemnor agrees in write	of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, remits a forfeiture or foreclosure or trustee or sheriff's thereafter either raise the interest rate on the balance. If one or more of the entities comprising the Buyer above of 49% or more of the outstanding capital stock ions for renewals), a transfer to a spouse or child of inheritance will not enable Seller to take any action ing that the provisions of this paragraph apply to any
SELLER	INITIALS:	BUYER

excess of the minimum required payments on the p on prior encumbrances, Buyer agrees to forthwith		
SELLER	INITIALS:	BUYER
32. OPTIONAL PROVISION PERIODIC Papurchase price, Buyer agrees to pay Seller such pomately total the amount due during the current year	ortion of the real estate taxes and assess	ments and fire insurance premium as will approxi
The payments during the current year shall be \$ _		per
Such "reserve" payments from Buyer shall not account and debit the amounts so paid to the reserve account		
or deficit balances and changed costs. Buyer agree	es to bring the reserve account balance	to a minimum of \$10 at the time of adjustment.
SELLER	INITIALS:	BUYER
	1011	
33. ADDENDA. Any addenda attached hereto at	re a part of this Contract.	4.
34. ENTIRE AGREEMENT. This Contract cons		
standings, written or oral. This Contract may be a IN WITNESS WHEREOF the parties have signed		
Henry J. Lien	gnoli Dece	BUYER
Henry ToLisignoli	Doug Mo Martiga	kenzie Mckenzie
	David M	Mckendie Mckendie Mckendie

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

A tract of land in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Quarter Corner of the South line of said Section 36; thence East 77.4 feet; thence North 3°30' West and 125 feet to the point of beginning of the tract hereby conveyed; thence from said initial point North 3°30' West 220.6 feet; thence North 74° West 155 feet; thence South 11°19' East to a point which is due West of the initial point of the tract hereby conveyed; thence due East to said initial point or the point of beginning of the tract hereby conveyed, the land hereby conveyed being the northerly 220.6 feet of that tract of land conveyed by J.P. Gillette et al, to Clara McCafferty by deed recorded at Page 399, Book 'K' of Deeds, records of said Skamania County.

Gary H. Martin, Skamania County Assessor

Date 6/4/04 Parcel #3-7-36-3-4-5800

STATE OF WASHINGTON, County of Skaman in ss.	ACKNOWLEDGMENT - Individual
On this day personally appeared before me	Henry T. Lisignoli' to me known
to be the individual(s) described in and who executed the signed the same as	d voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this OPELA	Nakiry Public in Ind for the State of Washington, residing at Special Of My appointment expires 9.17.07
Washington, duly commissioned and sworn, person	ACKNOWLEDGMENT - Corporate 19, before me, the undersigned, a Notary Public in and for the State of nally appeared to me known to be the retary, respectively, of
	strument, and acknowledged the said instrument to be the free and voluntary ses therein mentioned, and on oath stated that
	e seal affixed (if any) is the corporate seal of said corporation.
	Notary Public in and for the State of Washington, residing at
	My appointment expires

STATE OF WASHINGTON, County of Skamania ss.	ACKNOWLEDGMENT - Individual
On this day personally appeared before me	Dong Mckenzia and
Marlen Mckerz	long Mckenzia and to me known
to be the individual(s) described in and who executed the	he within and foregoing instrument, and acknowledged that
signed the same as free an	d voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this	1 day of June , 10 2004
COPEL COPE COPE COPE COPE COPE COPE COPE COPE	Notary Fublic in and for the State of Washington, residing at 51.000 My appointment expires
STATE 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
and	to me known to be the
	strument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purpo	
authorized to execute the said instrument and that the	e seal affixed (if any) is the corporate seal of said corporation.
Witness my hand and official seal hereto affixe	d the day and year first above written.
•	
	Notary Public in and for the State of Washington, residing at
	My appointment expires
WA-46A (11/96)	
This jurat is page of and is attache	d to dated

STATE OF WASHINGTON, County of Stamania ss.	ACKNOWLEDGMENT - Individual
County of Janana	enzi-c to me known thin and foregoing instrument, and acknowledged that
On this day personally appeared before me	17:1
and Raily L. MCK	to me known
to be the individual(s) described in and who executed the wil	hin and foregoing instrument, and acknowledged that
signed the same as free and vol	untary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this	day of
WALL STATE OF THE PUBLIC OF TH	Noyof Public in and for the State of Washington, residing at S Jewes 501
STATE OF WHAT	My appointment expires 9-13-07
	A CHANGING EDGMENT. Comparets
STATE OF WASHINGTON, County of	ACKNOWLEDGMENT - Corporate
-	, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally	
and	to me known to be the
	y, respectively, of
	ent, and acknowledged the said instrument to be the free and voluntary
	erein 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
WA-46A (11/96)	
This jurat is page of and is attached to	dated