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Date: 07/11/2006 11:50A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records of SKAMANIA COUNTY J. MICHAEL GARVISON WHEN RECORDED RETURN TO: **AUDITOR** Fee: \$37.08 Name: Gerald Sauer Address: 26300 NE 16th Street 98607 REAL ESTATE EXCISE TAX City, State, Zip: Camas, WA 26117 JUL 1 1 2006 Chicago Title In ORDER NO .: SC/P 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. REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM) 1. PARTIES AND DATE. This Contact is entered into on "Seller" and Heries Rec & LO/ Sauce 1 Nee AND TAMMIE as "Buyer". MARK KRANER KRANER, 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 estate in Skansenes County, State of Washington. Tax Account Number: 07 06 Abbreviated Legal: Zot Full Legal Description on 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: Gary H. Martin, Skamania County Assessor Date 7/11/2006 Parcel # 3-1-23-1-301 No part of the purchase price is attributed to personal property. PRICE. Buyer agrees to pay 4. (a) Lot 1 000.) Total Price 500. Down Payment Less Assumed Obligation(s) Amount Financed by Seller. 500. Results in \$ ASSUMED OBLIGATIONS. Buyer agrees to pay the above assumed Obligation(s) by assuming (b) and agreeing to pay that certain (Mortgage, Deed of Trust, Contract) recorded as Recording Number Seller warrants the unpaid balance of said obligation is \$ 51,500. which is payable , 19 day of on or before the <u> 344, </u> interest at the rate of % per annum on the enterest any (including/plus) day of each and every _ thereof; and a like amount on or before (month/year) 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 ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM. LPB-44 11/96

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(c)	PAYMENT OF AMOUNT FINANCED BY SELLER. as follows:			
	Buyer agrees to pay the sum of \$ 11th day of			
	August 2006 la , Including interest from //11/04 the rate of			
	(including/plus) Alor to a to Malli-			
	8 % per annum on the declining balance thereof; and a like amount or more on or before 11th day of each and every Month thereafter until			
	month/year)			
	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 TH	AIV TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR			
Payments are applied first to interest and then to principal. Payments shall be made at				
	26300 NE 16th Street, Camas, WA 98607 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(s). Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorney fees incurred by Seller				
l	h making such payment.			
6. (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full: That certain				
(1	Mortgage, Deed of Trust, Contract)			
AF#:				
ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.				
(b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the 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 payments directly 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 payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrances. 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 directly 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 ENC following listed to obligations being	CUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the g 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 with a dauxe in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) of the feet consented to by Buyer in writing.				
11. POSSESSIC	ON. 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			
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- 13. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.
- 14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
- 15. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.
- 16. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.
- 17. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.
- 18. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.
- 19. CONDEMNATION. Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
- 20. DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:
 - (a) Suit for Installments. Sue for any delinquent periodic payment; or
 - (b) Specific Performance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
- (c) Forfeit Buyer's Interest. Forfeit this Contract pursuant to Ch. 61.30 RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be 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. Given 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 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 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.
- 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.

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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 shall not prejudice any trendle as provided hardin. 24. ATTORNEYS' FESS AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's 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 shall be entitled to receive reasonable attorney's fees and costs incurred in such sait or proceedings. So NOTICES, Notices shall be either personally served or shall be supplearfifted mail, return receipt requested and by regular first class mail to Buyer at the party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract. 26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract. 27. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract. 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 was for any consumences. Buyer bready grants Seller as accurity interest in all personal property, globel of a Pragraph and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest. 29. OPTIONAL PROVISION — DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) esigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) persip satisfied in Paragraph property of the con							
sagrest to pay reasonable attorney's fees and costs, including closed is struct and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such sail or proceedings. 25. NOTICES. Notices shall be either personally served or shall be sept, certified mail, return receipt requested and by regular first class mail to Buyer at \$1.50 County Flow of the Contract shall be sept, certified mail, return receipt requested and by regular first class mail to Buyer at \$1.50 \text{ County Flow of the Contract shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract. 26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract. 27. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer. 28. OPTIONAL PROVISION — SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest. SELLER INITIALS BUYER 30. OPTIONAL PROVISION — DUE ON SALE II Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) seigns, (c) contracts to can vey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or inteclosure or traitee or shall fire set of any of the Buyer's interest in the purperty either dimercial Code reflecting such security interest for a company property (g) permits a forfeiture or inteclosure or traitee or shall fire set of any of th	not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereafter and shall be prejudice any remedies as provided herein.						
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LPB-44 11/96 Page 4 of 5							

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32. OPTIONAL PROVISION PERIODIC PAYMENT payments on the purchase price, Buyer agrees to pay Sell insurance premium as will approximately total the amour	er such portion of the real estate to	axes and assessments and the				
The payments during the current year shall be \$\) Such "reserve" payments from Buyer shall not accrue int premiums, if any, and debit the amounts so paid to the re April of each year to reflect excess or deficit balances and to a minimum of \$10 at the time of adjustment.	serve account. Buver and Seller S	bring the reserve account balance				
SELLER IN	IITIALS	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 so SELLER BY: Description Parties have signed and so seller Parties have signed and	BY: January Buyer	Ar first above written. Many Many				
STATE OF WASHINGTON SS. COUNTY OF Skamana I certify that I know or have satisfactory evidence that the person(s) who appeared before me, and said person(s acknowledged it to be May free and voluntary to Dated: Notary Pholic in and for the State of Washington, Residing at	Mark raner Tax acknowledged that They si act for the uses and purposes men	gned inis instrument and				
My appoint expires:	THE A OVESPACE RES	igned this instrument and tioned in this instrument.				
Dated: Ja/, //, 2006 Notary Publicur and for the State of Washington, Residing a James 197 My appoint expires: 7-17-07 LPB-44 11/96 Page 5 of 5	THE ABOVE SPACE RES	OPELANO SION EXAMINATION DE LA PUBLICA DE LA				

EXHIBIT 'A'

PARCEL I

A tract of land in Section 23, Township 7 North, Range 6 East of the Willamette Meridian in the County of Skamania, State of Washington describes as follows:

Lot 1 of the Angry Lady Short Plat recorded in Auditor File no. 2004153799, Skamania County records.

TOGETHER WITH an easement for access as disclosed by instrument recorded in Book 251 Page 423.

Together with an easement for Access as disclosed by instrument recorded in Auditors File No. 2005159107.

Together with and subject to the following:

A 30 foot non-exclusive for ingress, egress, and utilities over a portion of the East half of the Northeast Quarter of Section 23, the East line of which is described as follows (bearings are Washington Coordinate System, South Zone, NAD 83; disfances are "ground"):

Beginning at a concrete monument at the Northeast corner of Section 23, as shown in a Survey filed in Skamania County Auditor's File No. 2004153613; thence South 01°18'16" East, along the East line of the Northeast Quarter of Section 23, for a distance of 415.00' to the North right-or-way line of "Dave's Way" as shown on the Brenda Creagan Short Plat as recorded in Skamania County Auditor's File No. 2004153797 and the True Point of Beginning of the East line of the 30 foot easement to be described; thence South 01°18'16" West, 247.36 feet to the Southeast corner of Lot 1 of the Brenda Creagan Short Plat; thence continuing South 01°18'16" West, along the east line of Lot 1 and Lot 2 of the Angry Lady Short Plat as recorded in Skamania County Auditor's File No. 2004153799, for a distance of 331.18' to the Southeast corner of said Lot 2 and the terminus of said east easement line. (The West line of said 3 foot easement to be extended so as to terminate on the South line of Lot 2 of the Angry Lady Short Plat)

PARCEL II

A portion of the Northwest quarter of the Northwest quarter of Section 24, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System, South Zone):

BEGINNING at a concrete monument with BLM brass cap at the Northwest corner of Section 24; thence South 01° 18' 16" West, along the West line of the Northwest quarter of Section 24, for a distance of 662.36 feet to the Southeast corner of Lot 1 of the "Brenda Creagan Short Plat" as recorded in Auditor's File No. 2004153797 and the TRUE POINT OF BEGINNING; thence South 89° 12' 52" East, on the extension of the South line of said Lot 1, for a distance of 50.09 feet to the centerline of the United States Forest Service "25 Road" as described in Skamania County Auditor's File No. 2004155037; thence South 01° 12' 00" West, along said road centerline, 122.77 feet; thence leaving said road centerline, South 82° 37' 09" West, 50.89 feet to the Southeast corner of Lot 1 of the "Angry Lady Short Plat" as recorded in Auditor's File No. 2004153799; thence North 01° 18' 16" East, 130.00 feet to the TRUE POINT OF BEGINNING.