

When Recorded Return to:

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**AGREEMENT FOR AMENDMENT AND NOVATION OF REAL ESTATE CONTRACT**

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Grantor (s): CLAUDINA CAMPBELL, A Married Woman dealing in her separate estate.  
Grantee (s) TODD WARNER, A Single Man  
Additional Grantor(s) on page(s) 2  
Additional Grantee(s) on page(s)  
Abbreviated Legal: N ½ of W 1,585 feet of the S. ½ of the S ½ of the NW ¼ T3NR8EWM  
Additional Legal on page(s) 1  
Assessor's Tax Parcel No(s): 03-08-23-0-0-0900-00

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**RECITALS**

WITNESSETH; Robert Beebe and Claudia Beebe sold real estate described below to Jorge Vargas and Elizabeth Jo Vargas pursuant to a Real Estate Contract recorded on March 5, 1999 at Book 187, Page 158 Records of Skamania County, AF# 134473.

WITNESSETH; Claudia Beebe's interest, as survivor of Robert Beebe, deceased, was assigned to her heirs by Personal Representative's Assignment of Seller's Interest in Real Estate Contract and Deed recorded on January 12, 2009 AF#2009171834.

WITNESSETH; Jorge Vargas and Elizabeth Jo Vargas assigned their Purchasers' interest in the Real Estate Contract recorded on March 5, 1999 at Book 187, Page 158, Records of Skamania County AF#134473 to Todd Warner by Assignment of Purchasers' Interest and Quit Claim Deed recorded ~~January 29~~, 2012, Records of Skamania County, AF# 2012180141 with the understanding that an amendment and novation of said contract would subsequently be effected.

WITNESSETH; This Agreement amends and effects a novation of that Real Estate Contract recorded on March 5, 1999 at Book 187, Page 158 Records of Skamania County, AF# 134473 substituting Todd Warner, Purchaser named herein, for the original debtors on the Real Estate Contract, Jorge Vargas and Elizabeth Jo Vargas. Said novation releasing Jorge Vargas and Elizabeth Jo Vargas from all original obligations. Said novation further substitutes a new debt obligation on the part of Todd Warner for the debt obligation that was existing at the time Jorge Vargas and Elizabeth Jo Vargas assigned their Purchasers' interest and Quit Claim Deed in the Real Estate Contract recorded on March 5, 1999 at Book 187, Page 158, Records of Skamania County AF#134473 to Todd Warner.

### AGREEMENT

NOW THEREFORE, the parties hereby agree to the amend the terms and conditions of the Real Estate Contract recorded on March 5, 1999 at Book 187, Page 158 Records of Skamania County, AF# 134473 and effect a novation as follows:

1. **PARTIES AND DATE.** This contract is entered into on January 1, 2012 between CLAUDINA CAMPBELL, A married woman dealing in her separate estate, RICKY BEEBE, a married man dealing in his separate estate, CRAIG BEEBE, a married man dealing in his separate estate, BEATRICE JACOBSON, a married woman dealing in her separate estate, and BERNITA TROTTER, a married woman dealing in her separate estate, collectively referred to as "Seller" and TODD WARNER, A Single man, referred to as "Purchaser".

2. **SALE AND LEGAL DESCRIPTION.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Skamania County Washington:

The North Half of the following described tract:

The West 1,585 feet of the South half of the South half of the Northwest Quarter Of Section 23, Township 3 North, Range 8 East, Willamette Meridian: Except the West 1,186 feet thereof, said tract containing 3.0 acres more or less, TOGETHER WITH all water rights that the sellers may have, Together with 1966 Frontier MOBILE HOME, TITLE # 7625903221. CEG Rob Butler TW

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 Tax Parcel Number 03-08-230-0-0900-00

4. **PRICE.** The purchase price for the Property shall be Eighty Thousand and 00/100 Dollars (\$80,000.00), payable as follows:

1.1 **Down Payment.** Seller has agreed to sell with no down payment.

1.3 Purchaser agrees to pay the remaining principal balance of this Agreement, being the sum of Eighty Thousand and 00/100 Dollars (\$80,000.00) in monthly installments, due on the 20<sup>th</sup> day of each month, in accordance with the interest rates and schedule set forth in the amortization schedule attached as Exhibit "A" and incorporated herein. **The entire remaining balance of both principal and accrued interest shall be paid on or before December 20, 2031.** The amount of the final payment shall be the total of the principal and interest remaining unpaid plus any unpaid late charges, at the time of the final payment.

1.4 The unpaid principal balance shall bear interest from the date of closing at the rates of six point zero percent (6.0%) per annum for years 1-2, eight point zero percent (8.0%) for years 3-4 and ten point zero percent (10.0%) for years 5-20. Any payments made that are in excess of the monthly installment shall be applied toward late penalties and accrued interest, if any, then to principal.

5. **FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS.** If Purchaser fails to make any payments on assumed obligations(s), if any, Seller may give written notice to Purchaser that unless Purchaser 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. Purchaser shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge of 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. **OTHER INCUMBERANCES 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 the Purchaser:

7. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warrant in said deed shall not apply to any encumbrances assumed by the Purchaser 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.

8. **LATE CHARGES.** If any payment on the purchase price is not made within ten (10)

days after the date it is due, Purchaser agrees to pay a late charge of Thirty-One and 50/100. (\$31.50). Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Purchaser after such late charges are due shall be applied to the late charges.

9. **NO ADVERSE EFFECT ON PRIOR ENCUMBERANCES.** 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 Purchaser in writing.

10. **POSSESSION.** Purchaser is entitled to possession of the property from and after the date of this Contract.

11. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as a result of such contest. Purchaser agrees to pay when due any utility charges which may become liens superior to Sellers' interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to the 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, Purchaser may demand in writing payment of such taxes and penalties within thirty (30) days. If payment is not made, Purchaser may pay and deduct the amount thereof plus five percent (5%) penalty from the payments next becoming due Seller under the Contract.

12. **INSURANCE.** Purchaser 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 Purchaser 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 interest may appear and then to Purchaser. Purchaser may within thirty (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 Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provided 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 Purchaser in insurance policies then in force shall pass to Seller.

13. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Purchaser 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 Purchaser shall forthwith pay Seller the amount thereof plus a late charge of five percent (5%) of the amount thereof plus any costs and attorneys fees incurred in connection with making such payment.

14. **CONDITION OF PROPERTY.** Purchaser accepts the property in its present condition and acknowledges that Seller, his agents and sub-agents 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. Purchaser agrees to maintain the property in such condition as applies with all applicable laws.

15. **RISK OF LOSS.** Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve the Purchaser from any of Purchaser's obligations pursuant to this Contract.

16. **WASTE.** Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchaser shall not remove commercial timber without the written consent of the Seller.

17. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Purchaser agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchaser consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

18. **CONDEMNATION.** Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser may within thirty (30) days after condemnation and removal of improvements negotiate a contract to substantially restore the premises to their condition before removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchaser 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.

19. **DEFAULT.** If the Purchaser 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 Purchaser's obligations pursuant to this Contract; or
- (c) **Forfeit this Contract pursuant to RCW 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 Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) the Purchaser's rights under the Contract shall be cancelled; (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) Purchaser shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller ten (10) days after the forfeiture.



- (d) **Acceleration of the Balance due.** Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of five percent (5%) of the amount of such delinquent payments and payments 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 of said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute a 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 Purchaser may be liable for a deficiency.

20. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 19 and Purchaser is receiving rental or other income from the property Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

21. **PURCHASER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant or condition of this Contract, Purchaser may, after thirty (30) days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

22. **NON-WAIVER.** Failure of either party to insist upon a 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.

23. **ADDENDA/EXHIBITS.** Any addenda or exhibits attached hereto are a part of this Contract.

24. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supersedes all prior Real Estate Contracts, Agreements, and understandings, whether written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.

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

**SELLER(S):**

  
\_\_\_\_\_  
CLAUDINA CAMPBELL

**PURCHASER:**

  
\_\_\_\_\_  
TODD WARNER 2-8-12  
4:13 PM

Ricky C. Beebe 2/9/12  
RICKY BEEBE

Craig Beebe 2/8/12  
CRAIG BEEBE

Beatrice Jacobson 2/9/12  
BEATRICE JACOBSON

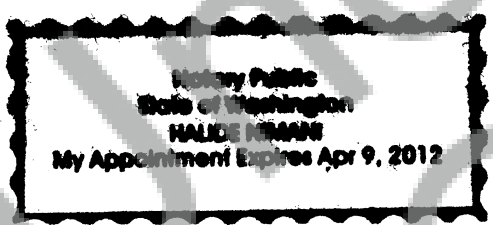
Bernita Trotter 2/27/12  
BERNITA TROTTER

STATE OF WASHINGTON )  
County of KING )

SS

I certify that I know or have satisfactory evidence CLAUDINA CAMPBELL who appeared before me as a co-tenant acknowledged that she signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 29<sup>th</sup> day of December, 2011 <sup>H. 1<sup>st</sup></sup>



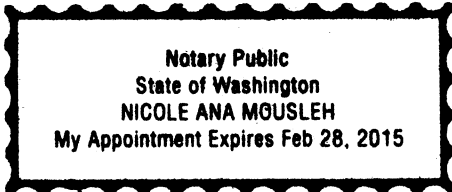
[Signature]  
Notary Public in and for the State of WA  
Residing at: Mercer Island  
Commission expires Apr. 9, 2012

STATE OF Washington )  
 )  
County of Skamania <sup>NM</sup> Clark )

SS

I certify that I know or have satisfactory evidence RICKY BEEBE who appeared before me as a co-tenant acknowledged that he signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 9 day of February, 2012.



[Signature]  
Notary Public in and for the State of Washington  
Residing at: Clark County  
Commission expires 2-28-15

STATE OF Washington )  
 )  
County of Skamania )

SS

I certify that I know or have satisfactory evidence CRAIG BEEBE who appeared before me as a co-tenant acknowledged that he signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 8 day of February, 2012.



[Signature]  
Notary Public in and for the State of Washington  
Residing at: Skamania  
Commission expires 2-4-13

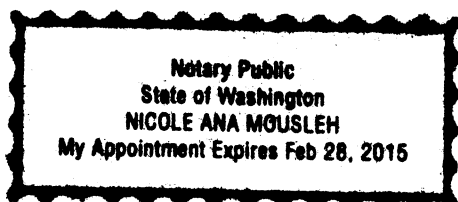


STATE OF Washington )  
County of Clark )

SS

I certify that I know or have satisfactory evidence BEATRICE JACOBSON who appeared before me as a co-tenant acknowledged that she signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 9<sup>th</sup> day of February, 2012.



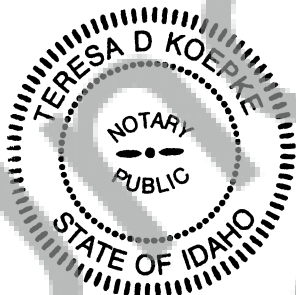
[Signature]  
Notary Public in and for the State of Washington  
Residing at: Clark County  
Commission expires 2-28-15

STATE OF Idaho )  
County of Nez Perce )

SS

I certify that I know or have satisfactory evidence BERNITA TROTTER who appeared before me as a co-tenant acknowledged that she signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 27<sup>th</sup> day of February, 2012.



[Signature]  
Notary Public in and for the State of Idaho  
Residing at: Lewiston, ID  
Commission expires 01-18-2015

STATE OF Washington )  
 )  
County of Skamania )

ss

I certify that I know or have satisfactory evidence TODD WARNER who appeared before me as the purchaser herein acknowledged that he signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 8<sup>th</sup> day of February, 2012.



Mara L. Golphene  
Notary Public in and for the State of Washington  
Residing at: Skamania  
Commission expires 2-14-13