

When recorded return to:
James L. Kacena PLLC
P.O. Box 2024
White Salmon, WA 98672

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

33490
SEP 19 2018

PAID \$5,194.52
Chadley P. P. Deputy
SKAMANIA COUNTY TREASURER

**REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM)**

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.

1. PARTIES AND DATE. This Contract is entered into on September 6, 2018
between MILDRED BOUCHER as "Seller" and FRANK G. WEBSTER and AMY M. WHITE, husband and
wife, as "Purchasers."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchasers and Purchasers agrees to purchase
from Seller the following described real estate in Skamania County, State of Washington:

Legal Description contained on Exhibits A and B, attached hereto and incorporated herein

Abbreviated Legal: (Required if full legal not inserted above.) Ptn. SE, Sec. 27, T3N, R9E, and NE Sec. 34, T3N, R9E,
W.M.

Tax Parcel Number(s): 03093421020100 *(initials)*

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows: None

No part of the purchase price is attributed to personal property.

4. (a) PRICE. Purchasers agrees to pay: \$ 378,400.00 Total Price

Less \$0 - Down Payment

Less \$0 - Assumed Obligation(s)

Results in \$ 378,400.00 - Amount Financed by Seller.

- (b) ASSUMED OBLIGATIONS. Purchasers agree to pay the above assumed obligation(s) by assuming and agreeing to pay that certain [[NOT APPLICABLE]]

- (c) Seller warrants the unpaid balance of said obligation is \$[[NOT APPLICABLE]] which is payable \$[[NOT APPLICABLE]] on or before the _____ day of _____
() including () plus interest at the rate of _____ % per annum on the declining balance thereof; and a like amount on or before the _____ day of each and every _____ thereafter until paid in full.
(month/year)

NOTE: Fill in the date in the following two lines only if there is an early cash out date on the assumed obligation.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN [[NOT APPLICABLE]].

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM

- (c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Purchasers agree to pay the sum of \$ 378,400.00 as follows:

\$ 2,031 or more per month, at Purchasers' option, beginning on the 1st day of October and continuing on the 1st day of each calendar month thereafter, through and including the 1st day of September, 2021, including interest from the 1st day of October, 2018 at the rate of Five Percent (5%) per annum on the declining balance thereof until paid in full. NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST ON THE AMOUNT FINANCED IS DUE NOT LATER THAN THE FIRST (1ST) DAY OF OCTOBER, 2021.

Payments are applied first to interest and then to principal. Payments shall be made at 6444 NE Going Street, Portland, OR 97218, or via Paypal nbetwood@gmail.com, or such other place as the Seller may hereafter indicate in writing.

5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Purchasers fails to make any payments on assumed obligation(s), Seller may give written notice to Purchasers that unless Purchasers makes the delinquent payment(s) within 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). Purchasers 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 in connection with 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 Purchasers pays the purchase price in full: That certain [[NOT APPLICABLE]] dated (Mortgage/Deed of Trust/Contract)

[[NOT APPLICABLE]], recorded as Auditor's File No. [[NOT APPLICABLE]].

(b) EQUITY OF SELLER PAID IN FULL. [NOT APPLICABLE].

(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. [NOT APPLICABLE].

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 Purchasers and the obligations being paid by Seller:

NONE

8. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Purchasers a Quitclaim Fulfillment Deed in fulfillment of this Contract. 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, Purchasers 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 Purchasers 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 Purchasers in writing.
11. POSSESSION. Purchasers are entitled to possession of the property from and after September 6, 2018.
12. TAXES, ASSESSMENTS, AND UTILITY LIENS. Purchasers agree to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchasers 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. Purchasers 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, Purchasers may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchasers may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
13. INSURANCE. Purchasers agree 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 Purchasers 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 Purchasers. Purchasers may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If insurance proceeds are sufficient to pay the contract price for restoration or if the Purchasers 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

Seller shall determine. In the event of forfeiture, all rights of Purchasers in insurance policies then in force shall pass to Seller.

14. **NONPAYMENT OF TAXES, INSURANCE, AND UTILITIES CONSTITUTING LIENS.** If Purchasers fail 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 Purchasers 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.** Purchasers accept the property in its present condition and acknowledge that Seller, his/her 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. Purchasers agree to maintain the property in such condition as complies with all applicable laws.
16. **RISK OF LOSS.** Purchasers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchasers from any of Purchasers' obligations pursuant to this Contract.
17. **WASTE.** Purchasers shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchasers 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, Purchasers agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchasers consent to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees, and livestock.
19. **CONDEMNATION.** Seller and Purchasers may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchasers 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 Purchasers 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 Purchasers fail 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 Purchasers' obligations pursuant to this Contract; or
 - (c) Forfeit Purchasers' 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 Purchasers and all persons claiming through the Purchasers shall be terminated; (ii) the Purchasers' 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) Purchasers 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 Purchasers 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 Purchasers or personally delivered to the Purchasers, 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 attorney's fees and costs.

- (e) Judicial Foreclosure. Sue to foreclose this Contract as a mortgage, in which event Purchasers may be liable for a deficiency.
21. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Purchasers are receiving rental or other income from the property, Purchasers agree that the appointment of a receiver for the property is necessary to protect Seller's interest.
22. PURCHASERS' REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant, or condition of this Contract, Purchasers 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.
24. ATTORNEY'S FEES 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 and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.
25. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Purchasers at 61 Jackson Road, Coos Bay, OR, 97605, and to the Seller at 6444 NE Going Street, Portland, OR 97218, or such other addresses as either 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 shall be binding on the heirs, successors, and assigns of the Seller and the Purchasers.
28. OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Purchasers may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Purchasers owns free and clear of any encumbrances. Purchasers 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:

PURCHASERS

___N/A___

___N/A___

___N/A___

___N/A___

29. OPTIONAL PROVISION – ALTERATIONS. Purchasers shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER	INITIALS:	PURCHASERS
___N/A___		___N/A___
___N/A___		___N/A___

30. OPTIONAL PROVISION -- DUE ON SALE. If Purchasers, without written consent of Seller, (a) convey, (b) sell, (c) assign, (d) contract to convey, sell, or assign, (e) grant an option to buy the property, (f) permit a forfeiture or foreclosure or trustees or sheriffs sale of any of the Purchasers' interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price to a "Default Rate" of 12% per annum, or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Purchasers is a corporation, any transfer or successive transfers in the nature of items (a) through (f) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Purchasers, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER	INITIALS:	PURCHASERS
<u>Mitchell Boncher</u> by <u>Nancy Boncher - Elwood (AFF)</u>		<u>[Signature]</u> <u>[Signature]</u>

31. OPTIONAL PROVISION – PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Purchasers elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Purchasers agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER	INITIALS:	PURCHASERS
___N/A___		___N/A___
___N/A___		___N/A___

32. OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Purchasers agree to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ _____ per _____. Such "reserve" payments from Purchasers shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Purchasers and Seller shall adjust the reserve account in April of each year to reflect

excess or deficit balances and changed costs. Purchasers agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

PURCHASERS

___N/A___

___N/A___

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 Purchasers.

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

SELLER

PURCHASERS

Mildred Boucher
by Nancy Boucher Elwood (AIF)

[Signature]
[Signature]

STATE OF Oregon

COUNTY OF Multnomah

ss.

I certify that I know or have satisfactory evidence that Nancy Boucher Elwood, is the attorney in fact of Mildred Boucher and is the person who appeared before me, and said person acknowledged that she signed this Instrument on behalf of said Mildred Boucher and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the Instrument.

Dated: 29 August 2018

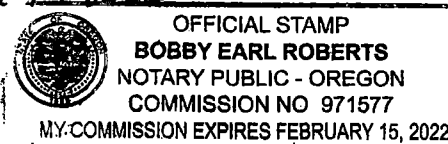
[Signature]
Notary name printed or typed: Bobby Earl Roberts
Notary Public in and for the State of Oregon
Residing at Portland OR
My appointment expires: 2-15-2022

STATE OF Oregon


COUNTY OF Multnomah

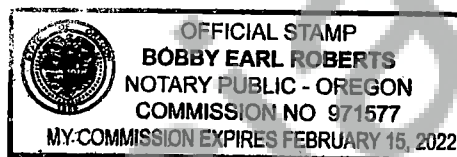
ss.

I certify that I know or have satisfactory evidence that Frank G. Webster and Amy M. White (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledge it as the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.



Dated: 29 August 2018


Notary name printed or typed: Bobby Earl Roberts
Notary Public in and for the State of Oregon
Residing at Portland OR
My appointment expires: 2-15-2018



Unofficial Copy

Exhibit A
Real Property Legal Description

A tract of land located in the Southeast Quarter of Section 27 and the Northeast Quarter of Section 34, Township 3 North; Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

All that real property described in Quit Claim Deed filed in Book 65, Page 619, Skamania County:

All that area in Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 7, Townsite of Cooks South of a line 85 feet North of and parallel to the South lines of said Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 7, Townsite of Cooks.

AND ALSO:

All that area in Lots 2, 3, 4, 5, 6, 7, & 8 of Block 7, Townsite of Cooks North of a line 85 feet North and parallel to the South lines of said Lots 2, 3, 4, 5, 6, 7, & 8 of Block 7, Townsite of Cooks.

AND ALSO:

All that area in Lot 13, Block 7, Townsite of Cooks laying East of a line that is parallel and East of the West line of said Lot 13, a distance of 27.3 feet.

AND ALSO:

A tract of land located in the Southwest quarter of the Southeast quarter of Section 27, Township 3 North, Range 9 East, W.M., more particularly described as follows: Beginning at a point on the south line of the said Section 27 which is West, 243 feet from the Southeast corner of the Southwest quarter of the Southeast quarter of the said Section 27; thence N 23° 08'00" W, a distance of 44 feet; thence Southwesterly a distance of 110 feet, more or less to the Easternmost corner of Lot 14, Block 7, Townsite of Cooks; thence East, 120.6 feet to the Point of Beginning.

LESS: The West 27.3 feet of that area in Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 7, Townsite of Cooks

Assessor's Tax Parcel No. 03093421020100

Skamania County Assessor

Date 9-19-18 Parcel # 3-9-34-2-1-20

(Signature)

Exhibit B
Cooks Water System Water Rights

The R. M. Jackman Water Right Claim evidenced by the attached Washington Department of Ecology Water Right Claim #675098807, filed May 6, 1974 by R. M. Jackman, attached hereto, and filed with the Department of Health as Cooks Water System Group B ID No. 05901 0. and

Easement Deed 110638, Book 121, Page 850, Warranty Deed 110814, Book 122, Page 206 and Page 207. Included is the appropriation of water for the Town of Cooks provided referenced in said Easement Deed, and Seller's interest therein, if any, and in the Certificate of Surface Water Rights issued on August 16, 1968, recorded in Book J, Page 207, Skamania County Records; provided, however, no real property is purported to be conveyed hereby except the real property described in Exhibit A to this Agreement.