



1023847
Page: 1 of 2
06/06/2001 02:01P
Klickitat Co.

AFTER RECORDING MAIL TO:

6853
6857

REAL ESTATE EXCISE TAX
Chapter 82.45 and Chapter 82.46, RCW

\$ 1989.00 has been paid

Receipt: 65751 Date 1-9-2001

Klickitat County Treasurer

By Jessie Lee Deputy

Filed for Record at Request of
Columbia Title Company
Escrow Number: 13113

(FULFILLMENT)

Statutory Warranty Deed

Grantor(s): BILLY E. VOSHELL, and ANNE MARIE VOSHELL, Trustees or their successors in Trust, under the VOSHELL FAMILY LIVING TRUST, dated April 22, 1999

Grantee(s): DAVE SPRAGUE

Abbreviated Legal: PORT., 29 & 30, 3N, 13

Additional legal(s) on page: 2

Assessor's Tax Parcel Number(s): 03-13-2900-0001/00, 03-13-3000-0002/00

THE GRANTOR BILLY E. VOSHELL, and ANNE MARIE VOSHELL, Trustees or their successors in Trust, under the VOSHELL FAMILY LIVING TRUST, dated April 22, 1999

for and in consideration of FULFILLMENT OF CONTRACT

in hand paid, conveys and warrants to DAVE SPRAGUE

the following described real estate, situated in the County of Klickitat, State of Washington:

See Attached Exhibit "A"

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated DECEMBER 14, 2000, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on, Rec. No. 065951 1/9/01
Dated this 14th day of December, 2000

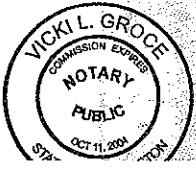
By VOSHELL FAMILY LIVING TRUST, dated By Ann Marie Voshell
April 22, 1999 ANNE MARIE VOSHELL, Trustee

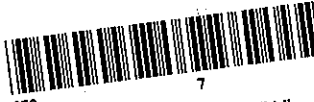
By Billy E. Voshell By _____
BILLY E. VOSHELL, Trustee

STATE OF Washington }
County of Cowlitz } SS:

I certify that I know or have satisfactory evidence that BILLY E. VOSHELL and ANNE MARIE VOSHELL signed this instrument, on oath stated that they authorized to execute the instrument and acknowledged it as the TRUSTEE of VOSHELL FAMILY LIVING TRUST, dated April 22, 1999, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: Jan. 5, 2001 Wicki L. Groce
Notary Public in and for the State of Washington
Residing at Woodland Wa.
My appointment expires: Oct. 11, 2004





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Page: 2
08/08/ :01P
Klicki. Co.

CTC

EXHIBIT "A"

THE NORTH ONE HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLICKITAT AND STATE OF WASHINGTON AND THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLICKITAT AND STATE OF WASHINGTON.

SELLER RESERVES THE RIGHT FOR SELLER AND 3 GUESTS FOR HUNTING RIGHTS DURING THE BLACK POWDER SEASON UNTIL CONTRACT IS PAID IN FULL.

SUBJECT TO: TAXES FOR PARCEL NO. 03-13-2900-0001/00 AND 03-13-3000-0002/00

THE RIGHTS OF THE PUBLIC IN ROADS AND HIGHWAYS.

WE FIND NO MEANS OF INGRESS OR EGRESS, THEREFORE SUCH RIGHTS CANNOT BE INSURED.

EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED IN CONTRACT RECORDED MAY 14, 1982 IN BOOK 214, PAGE 506 IN AUDITOR'S FILE NO. 186018, KLICKITAT COUNTY DEED RECORDS. (AFFECTS THE NORTHERLY 30 FEET OF THE NORTH 1/2 OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29)

CONDITIONS AND RESTRICTIONS RECORDED JUNE 22, 1982, IN BOOK 215, PAGE 342, IN AUDITOR'S FILE NO. 186482, KLICKITAT COUNTY DEED RECORDS.

RIGHT OF WAY EASEMENT FOR ELECTRIC TRANSMISSION LINES, IN FAVOR OF THE UNITED STATE OF AMERICA, RECORDED JUNE 26, 1953, IN BOOK 113, PAGE 588, AUDITOR'S FILE NO. 63022, KLICKITAT COUNTY DEED RECORDS.

LPB-11

AFTER RECORDING MAIL TO:
Columbia Title Company
165 N.E. Estes
White Salmon, WA 98672



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6857

REAL ESTATE EXCISE TAX
Ch. 11 Rev. Laws 1991

\$ 1989.00 has been paid
Rec'd 065751 Date JAN 9 2001

KLICKITAT COUNTY TREASURER
By: [Signature]

Filed for Record at Request of
Columbia Title Company
Escrow Number: 13113

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

Grantor(s): VOSHELL FAMILY LIVING TRUST, dated April 22, 1999
Grantee(s): DAVE SPRAGUE
Abbreviated Legal: PORT., 29 & 30, 3N, 13
Additional legal(s) on page: 7
Assessor's Tax Parcel Number(s): 03-13-2900-0001/00, 03-13-3000-0002/00

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 December 14, 2000 between
BILLY E. VOSHELL and ANNE MARIE VOSHELL, Trustees or their successors in
Trust under the VOSHELL FAMILY LIVING TRUST, dated April 22, 1999

as "Seller" and DAVE SPRAGUE, a married man

as "Buyer."

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

See Attached Exhibit "A"

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.

4. (a) PRICE. Buyer agrees to pay:
\$ 130,000.00 Total Price
Less (\$ 60,000.00) Down Payment
Less (\$) Assumed Obligation (s)
Results in \$ 70,000.00 Amount Financed by Seller.

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by
assuming and agreeing to pay that certain N/A dated
(Mortgage, Deed of Trust, Contract)
recorded as AF# . Seller warrants the unpaid balance of said obligation is



\$ _____ which is payable \$ _____ on or before the _____ day of _____, including 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 _____ N/A 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.

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.

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$ 70,000.00 as follows:
\$ 850.00 or more at buyer's option on or before the 9th day of FEBRUARY, 2001, including interest from JANUARY 9, 01 at the rate of 8.5000 % per annum (including/plus) on the declining balance thereof; and a like amount or more on or before the 9th day of each and every Month 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.

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

Payments are applied first to interest and then to principal. Payments shall be made at COLUMBIA TITLE COMPANY P.O. BOX 1128 WHITE SALMON WA 98672 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 attorneys' 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 Buyer pays the purchase price in full:
That certain N/A dated _____, recorded as AF # _____
(Mortgage, Deed of Trust, Contract)

ANY ADDITIONAL OBLIGATION 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 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 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 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 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 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:



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Klickitat Co.

COLUMBIA TITLE COMPANY 2

See Attached Exhibit "A"

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.

11. **POSSESSION.** Buyer is entitled to possession of the property from and after the date of this Contract or _____, _____, whichever is later, subject to any tenancies described in Paragraph 7.

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.

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 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) 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 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.
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. **ATTORNEYS' 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 Buyer at 1727 24A STREET SW, CALGARY ALBERTA
CANADA T3C 1J5
- and to Seller at 1314 NE 359th, Lacenter, WA 98629
- 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 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
_____	N/A	_____
_____		_____

29. OPTIONAL PROVISION -- ALTERATIONS. Buyer 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:	BUYER
_____	N/A	_____
_____		_____

30. OPTIONAL PROVISION -- DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a foreclosure or trustee or sheriff's sale of any of the Buyer's 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 or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) 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 Buyer, 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:	BUYER
_____	N/A	_____
_____		_____

31. OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Buyer 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, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER	INITIALS:	BUYER
_____	N/A	_____
_____		_____

32. OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Buyer agrees 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 Buyer 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. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER	INITIALS:	BUYER
_____		_____



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 supercedes 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 sealed this Contract the day and year first above written.

SELLER

BUYER

VOSHELL FAMILY LIVING TRUST, dated
April 22, 1999

Dave Sprague
DAVE SPRAGUE

~~Billy E. Vosshell~~
BILLY E. VOSHELL, Trustee

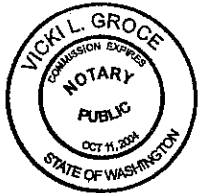
~~Anne Marie Vosshell~~
ANNE MARIE VOSHELL, TRUSTEE

STATE OF WASHINGTON }
County of GRATIA } SS:

I certify that I know or have satisfactory evidence that BILLY E. VOSHELL AND ANNE MARIE VOSHELL signed this instrument, on oath stated that they authorized to execute the instrument and acknowledged it as the TRUSTEE of VOSHELL FAMILY LIVING TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 1-5-2001 Vicki L. Groce

Notary Public in and for the State of Washington
Residing at Woodland, WA
My appointment expires: 10/11/2004





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 Page: 7
 01/09/2001
 Klickitat Co.

COLUMBIA TITLE COMPANY 2

EXHIBIT "A"

THE NORTH ONE HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLICKITAT AND STATE OF WASHINGTON AND THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLICKITAT AND STATE OF WASHINGTON.

INITIAL
 HERE

SELLER RESERVES THE RIGHT FOR SELLER AND 3 GUESTS FOR HUNTING RIGHTS DURING THE BLACK POWDER SEASON UNTIL CONTRACT IS PAID IN FULL.

SUBJECT TO: TAXES FOR PARCEL NO. 03-13-2900-0001/00 AND 03-13-3000-0002/00
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CONDITIONS AND RESTRICTIONS RECORDED JUNE 22, 1982, IN BOOK 215, PAGE 342, IN AUDITOR'S FILE NO. 186482, KLICKITAT COUNTY DEED RECORDS.

RIGHT OF WAY EASEMENT FOR ELECTRIC TRANSMISSION LINES, IN FAVOR OF THE UNITED STATE OF AMERICA, RECORDED JUNE 26, 1953, IN BOOK 113, PAGE 588, AUDITOR'S FILE NO. 63022, KLICKITAT COUNTY DEED RECORDS.

186019



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 13th day of MAY, 1982

between WILLIAM G. SCANNELL, A SINGLE MAN

hereinafter called the "seller," and JOHN T. SVACEK, A SINGLE PERSON AND MARY C. CONGILL, A SINGLE PERSON

hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in KLIKITAT County, State of Washington:

IN SECTION 20, TOWNSHIP 3 N., RANGE 13 E.W.M.

THE S1/2 OF THE SE1/4 OF THE SW1/4.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE SOUTHERLY 30 FEET OF THE S1/4 OF THE SE1/4 OF SAID SECTION 20; AND THE NORTHERLY 30 FEET OF THE N1/2 OF THE NE1/4 OF THE NW1/4 OF SECTION 29.

PURCHASERS HAVE THE OPTION (FIRST RIGHT OF REFUSAL) ON THE N1/2 OF THE SE1/4 OF THE SW1/4 OF SECTION 20, TOWNSHIP 3 N., RANGE 13 E.W.M. FOR ONE YEAR FROM THE DATE OF CLOSING OF SAID TRANSACTION.

The terms and conditions of this contract are as follows: The purchase price is TWENTY THOUSAND AND NO/100'S (\$ 20,000.00) Dollars, of which THREE THOUSAND AND NO/100'S (\$ 3,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: ONE HUNDRED AND SEVENTY FIVE AND NO/100'S (\$ 175.00) Dollars or more at purchaser's option, on or before the 15th day of JUNE 1982, and ONE HUNDRED AND SEVENTY FIVE AND NO/100'S (\$ 175.00) Dollars, or more at purchaser's option, on or before the 13th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the declining balance of said purchase price at the rate of 11 1/2% per cent per annum from the 13th day of MAY 1982, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at WYWOOD AGENCY, INC., P.O. BOX 981, GIG HARBOR, WA 98335 or at such other place as the seller may direct in writing.

ALL MONIES RECEIVED AS PROCEEDS FROM THE LEASE OF GAS, OIL AND MINERAL RIGHTS, SHALL BE PAID TO THE SELLER DURING THE TERM OF SUCH LEASE AND ANY RENEWALS OR EXTENSIONS THEREOF; IN THE EVENT OIL, GAS, OR FOSSIL FUELS OF ANY NATURE AND/OR MINERALS ARE FOUND ON THE HEREIN DESCRIBED PROPERTY ONE-HALF OF THE PROCEEDS FROM ANY NOVALITIES PAID SHALL BE PAID TO SELLER AND ONE-HALF OF SUCH PROCEEDS SHALL BE PAID TO THE PURCHASER. ENTIRE BALANCE DUE 10 YEARS FROM DATE OF CLOSING. NO PREPAYMENT PENALTY SHALL BE CHARGED PURCHASER IF CONTRACT IS PAID IN FULL, BEFORE SAID 10 YEARS EXPIRES. SELLER IS A LICENSED REAL ESTATE BROKER IN THE STATE OF WASHINGTON.

As referred to in this contract, "date of closing" shall be DATE HEREOF

- (1) The purchaser assumes and agrees to pay before delivery all taxes and assessments that may be levied against the real estate... (2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss of damage by both fire and windstorm in a company acceptable to the seller... (3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents shall be held to any covenant... (4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon... (5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form... a. Except general exceptions appearing in said policy form; b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate... (7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty FILL/FILLMENT deed to said real estate, excepting any post-thru deed hereof... PURCHASERS ACKNOWLEDGE CONTRACT FROM PACIFIC NATIONAL BANK OF WASHINGTON KNIGHT, RIBBACH, LINKER, MCGOWAN AND KERN, #156329; CONTRACT FROM KNIGHT, RIBBACH, LINKER, MCGOWAN AND KERN TO SCANNELL, #170467; ASSIGNMENT OF CONTRACT FOR COLLATERAL PURPOSES ONLY FROM SCANNELL TO COMMUNITY BANK, 170471.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing... (9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein provided, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller may have... (10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein or to make any payment required hereunder promptly at the time and in the manner herein required, the hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-sell and take possession of the real estate shall be satisfied by the seller as liquidated damages, and the seller shall be deemed a waiver of any subsequent default... (11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit... (12) If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the conditions of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above. WILLIAM G. SCANNELL (SELLER), JOHN T. SVACEK (PURCHASER), MARY C. CONGILL (PURCHASER)

STATE OF WASHINGTON, County of KLIKITAT. On this day personally appeared before me WILLIAM G. SCANNELL, who is known to me as the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as HIS free and voluntary act and deed, for the uses and purposes therein expressed. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 13th day of MAY, 1982. REAL ESTATE EXCISE TAX \$200.00

Recording stamp: 39351 MAY 1982. Includes fields for DEEDS, PNTI, and recording office information: GIG HARBOR, WA 98335, P.O. BOX 981, WYWOOD AGENCY, INC.

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